

Master Contract Number

K97-MST-012

for

Intranet Routers

Between the

Department of Information Services

and

Cisco Systems, Inc.

Effective Date: March 19, 1997

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- Schedule A: Authorized Equipment and Price List
- Schedule B: Authorized K-20 Purchasers
- Schedule C: MWBE Certification *[if applicable]*
- Schedule D: Problem Escalation Procedures

Exhibits

- Exhibit A: DIS Intranet Routers Request for Proposal
- Exhibit B: Contractor's Proposal

Note: Exhibits A and B are not attached but are available upon request from the DIS Contract Administrator

State of Washington
Department of Information Services
P.O. Box 42445
512 - 12th Avenue SE
Olympia, Washington 98504-2445

Master Contract Terms and Conditions
for Intranet Routers

Master Contract Number K97-MST-012

Parties

This Master Contract is entered into by and between the state of Washington acting through the **Department of Information Services**, an agency of Washington State government (hereinafter "DIS"), and **Cisco Systems, Inc.**, licensed to conduct business in the state of Washington under UBI Number 601-170-389, (hereinafter "Contractor") for the provisioning of Intranet Routers (hereinafter "Equipment") to the State. This Master Contract is the result of an open, competitive acquisition process whereby a Request for Proposal was issued.

Recitals

Whereas, the state of Washington, acting through the University of Washington on behalf of DIS, issued a Request for Proposal dated November 5, 1996, Exhibit A hereto, for the purpose of obtaining Intranet Routers;

Whereas, Cisco Systems, Inc. submitted a timely Proposal, Exhibit B hereto, and was identified as the apparently successful vendor; and,

Whereas, DIS has determined that entering into a Master Contract with Cisco Systems, Inc. will meet the needs of the Purchasers and will be in the State's best interest;

Now therefore, DIS hereby awards to Contractor this Master Contract to furnish Intranet Routers and Related Services to Purchasers at the prices set forth on Schedule A in accordance with the terms and conditions of this Master Contract.

This Master Contract is an Optional Use Contract that neither financially binds the State nor otherwise obligates the State to purchase any Equipment or services hereunder. Nor does this Master Contract prevent the State from purchasing the same or similar Equipment and services from other sources, *provided that*, all legal acquisition requirements are satisfied. This Master Contract is not for personal use.

1. Definitions

"Acceptance Date" shall mean the date of DIS' written notification to Contractor of acceptance of a Product or written waiver of acceptance testing of a Product. Products that have passed acceptance testing, or had acceptance testing waived are deemed accepted by Purchaser upon delivery.

"Business Days and Hours" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

"Contractor" shall mean Cisco Systems, Inc., its employees and agents. "Contractor" also includes any firm, provider, organization, individual, or other entity performing services under this Master Contract. It shall also include any subcontractor retained by Contractor as permitted under the terms of this Master Contract.

"DIS Contracting Officer" shall mean the person appointed, in writing, by DIS to approve this Master Contract as to binding effect and thereby execute it on behalf of the State. Except as otherwise provided in this Master Contract, this term includes an authorized representative of the Contracting Officer acting within the limits of his/her authority.

"Equipment" shall mean the Intranet Routers, components and features thereof, and any other equipment properly added to this Master Contract, as set forth on Schedule A - Authorized Equipment and Price List.

"K-20 Purchaser" shall mean DIS and the participating educational organizations listed in Schedule B. At the sole discretion of DIS, additional public organizations may be named as authorized K-20 Purchasers and added to the list accordingly by DIS by amendment.

"Purchaser" shall mean any Washington State agency with properly delegated authority to purchase the Equipment and Related Services which are the subject of this Master Contract, or any political subdivision of the state of Washington or non-profit organization with the authority to purchase such Equipment or Related Services pursuant to a properly executed Interlocal Cooperative Agreement with DIS. "Purchaser" also includes K-20 Purchasers who have a properly executed Interlocal Cooperative Agreement with DIS.

"Product" shall mean in the context of acceptance testing either: (i) a router chassis bearing a unique manufacturer part number and containing the specified components including, but not limited to, central processing unit, memory, power supplies, the current operating system version of the router operating system and any required additional software; or (ii) an interface card or an interface card/port adapter combination installed in a router to facilitate attachment to an external network environment.

"Related Agreements" shall mean additional agreements between Purchaser and Contractor for software licensing, training, warranty, maintenance, installation, or configuration and engineering support directly related to Equipment acquisitions made pursuant to this Master Contract.

"Related Services/Services" shall mean those services provided under this Master Contract and related to the Equipment being acquired, that are appropriate to the scope of this Master Contract and includes such things as configuration and engineering support, installation services, maintenance, warranty, training, etc.

"Software" shall mean the object code version of computer programs and any related documentation, excluding maintenance diagnostics.

"Specifications" shall mean the mandatory technical and other mandatory specifications set forth in the RFP, Exhibit A, and any additional specifications set forth in Contractor's Proposal, Exhibit B, collectively.

"State" shall mean DIS, any division, section, office, unit or other entity of DIS, or any of the officers or other officials lawfully representing DIS. "State" may also include Purchaser.

Contract Term

2. Term

- 2.1. Initial Term. The initial term of this Master Contract shall be three (3) years, commencing upon the date of its execution by both the parties.
- 2.2. Subsequent Terms. The term of this Master Contract may be extended for an additional three (3) years, *provided that*, the extensions shall be at the option of DIS and shall be effected by DIS giving written notice to the Contractor of DIS' intent to extend the Master Contract, such notice to be given not less than thirty (30) calendar days prior to expiration of the then current Contract term, with Contractor accepting the extension prior to expiration of the then current Contract term. No change in terms and conditions is permitted during these extensions unless specifically set forth in this Master Contract.

3. Survivorship

All purchase transactions executed pursuant to this Master Contract shall be bound by the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Master Contract or any extension thereof. All terms, conditions, and warranties contained in the Master Contract which are intended to survive the completion of the performance, cancellation or termination of the Master Contract, shall so survive. In particular, the terms of the sections titled **Software License Terms, Export Restrictions, Related Agreements, Disputes, Limitation of Liability, Patent and Copyright Indemnification**, shall survive the termination of this Master Contract.

Pricing, Invoice and Payment

4. Pricing

- 4.1. The Contractor agrees to provide the Equipment and Related Services at the costs, rates, and fees set forth in the Authorized Equipment and Price List attached as Schedule A to this Master Contract. No other costs, rates, or fees shall be payable to the Contractor, except the DIS Master Contract Administration Fee.
- 4.2. Such costs, rates, and fees may not be increased during the initial term of this Master Contract.
- 4.3. If the Contractor reduces its list prices for any of the Equipment or Related Services during the term of this Master Contract, Purchaser shall have the immediate benefit of such lower prices and rates for new purchases. Contractor shall send notice to the DIS Contract Administrator with the reduced list prices within fifteen (15) calendar days of the reduction taking effect.
- 4.4. Contractor agrees all the prices, terms, warranties, and benefits provided in this Master Contract are comparable to or better than the terms presently being offered by Contractor to any other governmental entity purchasing the same quantity under similar terms and conditions. If Contractor shall, during the term of this Master Contract, enter into contracts with any other governmental entity providing greater benefits or more favorable terms than those provided by this Master Contract, Contractor shall be obligated to provide the same to Purchaser for subsequent purchases.
- 4.5. It is expected that the Equipment may be upgraded with more powerful or newer components to meet functional or technical requirements

5. Advance Payment Prohibited

No advance payment shall be made for the Equipment and Related Services furnished by Contractor pursuant to this Master Contract.

6. Taxes

Purchaser will pay sales and use taxes imposed on the Equipment or Related Services. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, taxes based on Contractor's income, and personal property taxes levied or assessed on Contractor's personal property to which Purchaser does not hold title.

7. Invoice and Payment

7.1. Contractor will submit properly itemized invoices and/or vouchers to Purchaser. Invoices shall provide the following:

- a) Contractor's name and address and remittance address, if different;
- b) Purchaser's name and address and Purchase Order or Field Order number;
- c) This Master Contract number, K97-MST-012;
- d) Description of Equipment, including quantity ordered, model and serial numbers;
- e) Date of delivery and/or date of installation and set up;
- f) Contractor's list price for each item;
- g) Applicable discounts;
- h) Maintenance or other Related Services charges;
- i) Net invoice price for each item;
- j) Total invoice price, excluding sales tax;
- k) DIS Master Contract Administration Fee, if applicable;
- l) Sales or other applicable taxes;
- m) Shipping costs;
- n) Other applicable charges;
- o) Total invoice price; and,
- p) Payment terms including any available prompt payment discounts.

7.2. Payments shall be due within thirty (30) calendar days after the Acceptance Date for such Equipment or Services or thirty (30) calendar days after receipt of properly prepared invoices, whichever is later.

7.3. Incorrect or incomplete invoices will be returned by Purchaser to Contractor for correction and reissue.

7.4. This Master Contract number, K97-MST-012, must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract. Purchaser shall not honor drafts nor accept goods on a sight draft basis.

7.5. If Purchaser fails to make timely payment, Contractor may invoice Purchaser one percent (1%) per month on the amount overdue, or a minimum of \$1.00. Payment will not be considered late if a check or warrant is postmarked within thirty (30) calendar days of the Acceptance Date of the Equipment or receipt of Contractor's properly prepared invoice, whichever is later.

Contractor's Responsibilities

8. Title

On the Acceptance Date, Contractor shall convey to Purchaser good title to the Equipment, excluding licensed software, free and clear of all liens, pledges, mortgages, encumbrances, or other security interests. Transfer of title to the Equipment does not include transfer of title to Contractor's Software.

9. Equipment Shipping and Delivery

- 9.1. Shipping dates will be established by Contractor upon receipt of a purchase order from the Purchaser. Contractor will use commercially reasonable efforts to notify Purchaser of the actual scheduled shipping date within five (5) Business Days after receipt of the order.
- 9.2. Purchaser has the right to defer Equipment shipment for no more than thirty (30) days from the scheduled shipping date, provided written notice is received by Contractor at least fifteen (15) days before the originally scheduled shipping date.
- 9.3. Canceled orders, rescheduled deliveries or Equipment configuration changes made by Purchaser within ten (10) days of the original shipping date will be subject to (i) acceptance by Contractor, and (ii) a charge of fifteen percent (15%) of the total invoice amount. Contractor reserves the right to reschedule delivery in cases of configuration changes made within ten (10) days of scheduled shipment.
- 9.4. Contractor shall deliver the Equipment ordered pursuant to this Master Contract to Purchaser's location anywhere in the state of Washington within sixty (60) calendar days of a written order. For any exception to this delivery date, Contractor must notify Purchaser and obtain prior approval in writing. Time is of the essence with respect to delivery and Contractor may be subject to liquidated damages, or cancellation of the order, or termination of the Master Contract, or other damages available under law for failure to deliver on time.
- 9.5. All Equipment deliveries made pursuant to this Master Contract must be complete. Unless Contractor has obtained prior written approval from Purchaser, which shall not be unreasonably withheld, incomplete deliveries or backorders will not be accepted. All packages must be accompanied by a packing slip which identifies all items included with the shipment and Purchaser's Purchase Order number. For all deliveries, Contractor must have a delivery receipt signed by an authorized representative of Purchaser.

10. Risk of Loss and Shipping

Contractor shall ship all Equipment purchased pursuant to this Master Contract, freight prepaid, FOB Purchaser's destination. The method of shipment shall be consistent with the nature of the Equipment and hazards of transportation. Regardless of FOB point, Contractor agrees to bear all risks of loss, damage, or destruction of the Equipment ordered hereunder which occurs prior to the Acceptance Date, except loss or damage attributable to Purchaser's fault or negligence or Purchaser's subcontractor's fault or negligence; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After Acceptance, risk of loss or damage shall be borne by Purchaser, except loss or damage attributable to Contractor's fault or negligence.

11. Contractor Installation and Set-up

- 11.1. When requested by Purchaser, Contractor shall set up and install the Equipment within sixty (60) calendar days of a written order. Failure to meet the installation date(s) may subject Contractor to liquidated damages, or cancellation of the order, or termination of the Master Contract, or other damages available under law, unless such failure is caused by acts or omissions of Purchaser.
- 11.2. Contractor must provide to Purchaser an Installation Support Plan which includes:
 - a) Site preparation.
 - b) Duration of Contractor setup and Contractor testing.
 - c) Number of Purchaser personnel required during installation.
 - d) Description of the procedures used to deem the system ready for acceptance testing.
 - e) A detailed training plan involving on-site equipment administration and user training programs.
 - f) A detailed resource allocation plan showing the number of Contractor personnel to be involved and the extent of Contractor commitment of these personnel to the project.
- 11.3. The Contractor must separately itemize all installation and environmental requirements for the Equipment as listed below.
 - a) Air conditioning
 - b) Electrical requirements
 - c) Special grounding
 - d) Cabling requirements
 - e) Weight (floor loading)
 - f) Space requirements
 - g) Humidity and temperature limits
 - h) Noise level
- 11.4. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security regulations.
- 11.5. Contractor shall be responsible for any loss or damage to Purchaser's property which results from Contractor's willful misconduct or negligence or which results from Contractor's failure to maintain and administer that property in accordance with sound management practices.

12. Acceptance Testing

- 12.1. Prior to being generally available to Purchasers, Equipment to be sold pursuant to this Master Contract shall pass acceptance testing as set forth below.
- 12.2. Acceptance testing under this Master Contract will occur on a per Product basis. Such acceptance testing will be conducted on one Product sample for thirty (30) consecutive calendar days and may be conducted by DIS or its designee.
- 12.3. Acceptance will be based on ninety-nine point eight percent (99.8%) successful performance of the Product sample in accordance with its Specifications for the thirty (30) day period. During the acceptance testing period if the Product sample fails to perform to its Specifications, the acceptance testing period will restart. The Product sample will have up to ninety (90) days to successfully complete the thirty (30) day acceptance test. If the Product sample fails to meet the performance requirements, Contractor will remove the sample at no expense to DIS or its designee.

- 12.4. The DIS Contracting Officer will give written notice to Contractor within five (5) days after a Product has passed its acceptance testing. Upon such written notification, the Product shall be available for general purchase under this Master Contract and shall be deemed accepted by Purchaser upon the delivery of the Product to the Purchaser.
- 12.5. For purposes of acceptance testing, "Product" is defined as either:
- a) a router chassis bearing a unique manufacturer part number and containing the specified components including, but not limited to, central processing unit, memory, power supplies, the current operating system version of the router operating system and any required additional software; or
 - b) an interface card or an interface card/port adapter combination installed in a router to facilitate attachment to an external network environment.
- A single acceptance test process may validate one chassis sample and one or more interface samples simultaneously.
- 12.6. The DIS Contracting Officer may waive acceptance testing of any Product at any time during the life of the Contract. Such waiver shall be in writing.
- 12.7. New Products to be added to this Contract are subject to these acceptance testing requirements.
- 12.8. Since Products may continue to be purchased over a period of three (3) or more years, DIS may determine at some future time during the term of the Contract that it is necessary to confirm a Product's continued compliance with the Specifications by successfully completing the acceptance testing set forth above. The DIS Contracting Officer will notify the Contractor in writing of such determination and may require Contractor to discontinue its sales of the identified Product and suspend any orders therefor that have not already been shipped until the Product has passed its acceptance testing.

13. Equipment Compatibility, Specifications and Configurations

- 13.1. Contractor shall notify Purchaser of the existence of any compatibility issues between Contractor's Equipment and Purchaser's already existing or planned-for hardware, software, cabling, codecs, CSU/DSUs, inverse multiplexers, and terminal adapters. Purchaser will provide Contractor access in a timely fashion to necessary areas and equipment sites and shall provide Contractor with a list of existing or planned-for hardware, software, cabling, codecs, CSU/DSUs, inverse multiplexers, and terminal adapters, as necessary.
- 13.2. Each item of Equipment delivered pursuant to the Master Contract(s) will conform to its Specifications in all respects including but not limited to physical characteristics, operating characteristics, space requirements, power requirements, maintenance or warranty characteristics, modularity, compatibility, and the like, as may be modified in writing as agreed to by the parties.
- 13.3. For the purpose of delivery and performance under this Master Contract, the Equipment purchased hereunder shall be grouped together in one or more Equipment, firmware, and/or software configurations as set forth in Contractor's Proposal. Any such configuration shall be deemed incomplete and undeliverable if any item of Equipment within that configuration has not been delivered, or if delivered, not installed or operational in accordance with the Equipment Delivery and Contractor Installation and Set-up sections of this Contract.
- 13.4. If requested by Purchaser, Contractor agrees to identify on all items of Equipment supplied under this Master Contract, all appropriate test points for connecting commercially available equipment monitors designed to measure system capacity, performance, or activity.

- 13.5. Contractor shall not be responsible for equipment failures caused solely by any interconnections, except as provided under **Contractor Commitments, Warranties, and Representations**.

14. Training

- 14.1. When requested by Purchaser, Contractor shall provide training at its then current prices. Such training shall be designed by Purchaser and Contractor in a training plan that includes subject matter, dates, classroom hours, place and number of students.
- 14.2. Contractor shall provide Purchaser with general equipment service, product information, and response to questions regarding specific Equipment use, including support for special events and international calling.
- 14.3. Contractor-provided training must satisfy any certification requirements of the Equipment manufacturer in the operation, administration or maintenance of the Equipment, whichever is applicable, so that those trainees are then so certified by the Equipment manufacturer. If required for Equipment warranty, instructors provided by Contractor shall be directly employed by the Equipment manufacturer.

15. Equipment Warranty

Contractor warrants that the Equipment shall be in good operating condition and shall conform to the Specifications and other materials provided to Purchaser as set forth in the section titled **Contractor Commitments, Representations, and Warranties**, for a period of one (1) year, commencing upon the Acceptance Date. Contractor further warrants that the Equipment conforms to all mandatory requirements as set forth in Exhibit A and all representations contained in Contractor's Proposal. Unless otherwise requested by the Purchaser, the warranty provided by Contractor will be an on-site warranty for both parts and labor on the Equipment.

- 15.1. Contractor's on-site warranty includes Cisco's SMARTnet™ services (as described below in the provision titled **Maintenance**) plus next Business Day on-site coverage. Contractor shall adjust, repair or replace all Equipment that is defective or not performing in conformance with the Specifications within twenty-four (24) hours after notification from Purchaser. Contractor shall provide temporary loan equipment if repair cannot be completed within twenty-four (24) hours, and temporary components must be of the same type and configuration as the broken component. Contractor shall assume all costs for replacing parts or units and their installation, including transportation and delivery fees. When performing service, Contractor must not modify the hardware or software configuration beyond the failed component without first contacting the appropriate K-20 network operating entity. Contractor must repair or replace any defective Equipment so it conforms to the Specifications.
- 15.2. Contractor shall provide its Technical Assistance Center (TAC) as Purchaser's point of contact to report Equipment failures and problems and to receive technical support services twenty-four (24) hours a day, seven (7) days a week, toll free at (800) 553-2447. Purchase can also e-mail to tac@cisco.com.
- 15.3. Contractor agrees that all warranty service provided hereunder shall be performed by manufacturer trained, certified, and authorized technicians.
- 15.4. Purchaser may choose to buy Contractor's extended warranty coverage at time of purchase at the price set forth in Schedule A. Purchaser may choose to forego Contractor's on-site warranty and to purchase only Cisco's SMARTnet™ services (as described below in the provision titled **Maintenance**) at the price set forth in Schedule A.

- 15.5. Purchaser agrees that Contractor will not be liable for damages caused by Purchaser's actions or failure of Purchaser to fulfill any of its responsibilities for site installation.
- 15.6. THE WARRANTIES IN THIS MASTER CONTRACT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

16. Maintenance

Contractor shall make available to Purchaser the maintenance plans set forth below at the prices set forth in Schedule A. If Purchaser does not purchase a maintenance plan, Contractor will provide maintenance services on a time and materials basis at the prices set forth in Schedule A.

16.1. Option Plan 1 - Low Cost Maintenance - Cisco's SMARTnet™ services

- 16.1.1. Contractor will provide Purchaser with all new releases of manufacturer software updates for Purchaser's Equipment via Cisco Connection Online (CCO) or media, upon request. Contractor shall provide Purchaser with registered access to CCO twenty-four (24) hours a day, seven (7) days a week.
- 16.1.2. Contractor shall provide Purchaser's trained technicians with unlimited access to its Technical Assistance Center (TAC) to obtain support for problem identification and for the resolution of complex problems and other technical support services, twenty-four (24) hours a day, seven (7) days a week, toll free at (800) 553-2447. Purchase can also e-mail to tac@cisco.com. During Business Days and Hours Contractor shall respond by telephone within 2 hours of any service call and shall promptly resolve all reported software problems and promptly provide remedial action, if appropriate. Critical problems shall be escalated as provided in Schedule D: Problem Escalation Procedures.
- 16.1.3. Contractor shall replace any failed parts or components via next Business Day delivery of replacement parts, provided the request is received prior to 3:00 p.m., Pacific Time; or the following Business Day delivery if the request is received after 3:00 p.m. Pacific Time. Purchaser shall return the defective parts or components within ten (10) days. If Purchaser fails to return the defective parts or components, Contractor will charge Purchaser the costs therefor. Contractor shall pay the costs for delivery and return shipment of the failed Equipment. Replacement parts will be at the current manufacturing revision levels. Purchaser shall be responsible for any costs associated with reinstallation.

16.2. Option Plan 2 - Full Service Maintenance

- 16.2.1. Contractor's Full Service Maintenance shall include all the services described above as Cisco's SMARTnet™ services and in addition shall provide the following on-site services.
- 16.2.2. For "major" failures (system down), Contractor's factory-certified technical staff shall arrive at Purchaser's site within eight (8) Business Hours of a service call to provide on-site support for Purchaser's Equipment hardware and software problems.
- 16.2.3. Contractor shall provide full restoration of operations within twenty-four (24) hours of Purchaser's report of a problem or failure. Critical problems shall be escalated as provided in Schedule D: Problem Escalation Procedures.
- 16.2.4. Contractor shall provide all parts, labor, and material required for hardware maintenance, labor for field installation of major software upgrades, and installation of all mandatory engineering and factory change notices.

17. Documentation

Contractor shall provide two (2) complete sets of documentation to Purchaser for each Equipment order, at no additional cost to Purchaser. Documentation shall be comprehensive, well structured, and indexed for easy reference, shall include technical, electrical, maintenance, and installation information and specifications, and shall come in the form of manuals, guides, driver diskettes and CD ROMs. Contractor shall also provide updates to the Equipment documentation as available, at no additional cost to Purchaser, so long as Purchaser is under warranty or a maintenance plan. Contractor will maintain a special Web page which will contain updates, technical notes and other information.

18. Contractor Commitments, Warranties and Representations

Any written commitment by Contractor within the scope of this Master Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render the Contractor liable for damages due Purchaser under the terms of this Master Contract. For purposes of this Master Contract, a commitment by Contractor, which must be in writing, includes: (1) prices, discounts, and options committed to remain in force over a specified period of time; and (2) any warranty or representation made by Contractor in its Proposal or contained in any literature, descriptions, drawings or specifications accompanying or referred to in a Proposal, as to Equipment or software performance or any other physical, design or functional characteristics of a machine, software package, system, training, services or other products within the scope of this Master Contract.

19. Year 2000 Compliance Warranty

- 19.1. Contractor warrants fault free performance in the processing of date and date-related data including, but not limited to calculating, comparing, and sequencing by all Equipment and software products, individually and in combination, from the commencement of this Master Contract. Fault free performance shall include the manipulation of this data when dates are in the 20th or 21st centuries and shall be transparent to the user. Failure to comply with Year 2000 requirements shall be considered a breach of contract.
- 19.2. In the event equipment that is not yet Year 2000 compliant is added to this Contract as provided in the provision titled **Additional Services and Equipment**, Contractor, through its warranty and maintenance programs, will provide the necessary bug fixes, upgrades and software releases in order that such equipment will comply with the date requirements of the year 2000.

Purchaser's Authority and Responsibilities

20. Purchaser Use of Master Contract

To benefit from use of this Master Contract Purchaser shall comply with **Software License Terms** and **Export Restrictions** as set forth immediately below and the notice requirements set forth in the provision titled **Contractor's Proprietary Information**. Reference of this Master Contract Number and/or Purchaser's signature on the order document signifies agreement to comply with Contractor's software license terms, export restrictions and protection of Contractor's confidential or proprietary information.

21. Software License Terms

- 21.1. Contractor grants to Purchaser a nonexclusive and nontransferable license to use the Contractor's software features paid for ("Software") in object code form solely on a single central processing unit

owned or leased by Purchaser or otherwise embedded in equipment provided by Contractor. Purchaser may make one (1) archival copy of the Software provided Purchase affixes to such copy all copyright, confidentiality and proprietary notices that appear on the original. Contractor retains all title to, and, except as expressly licensed herein, all rights to the Software, all copies thereof and all related documentation. Any invoices of Contractor that refer to such items do not convey title to, or patent rights, copyrights or any other proprietary interest in, such items to Purchaser.

21.2. **LIMITATIONS:** Except as expressly authorized above, Purchaser shall not:

21.2.1. Copy, in whole or in part, Software or documentation;

21.2.2. Modify the Software;

21.2.3. Reverse compile or reverse assemble all or any portion of the Software; or

21.2.4. Rent, lease, distribute, sell or create derivative works of the Software.

21.3. **Nondisclosure.** Purchaser agrees that aspects of the licensed materials, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of Contractor. Purchaser agrees not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of Contractor, unless there is a public records request pursuant to chapter 42.17 RCW. If Purchaser should receive a public records request for such information, Purchaser will follow the procedures set forth under the provision titled **Contractor's Proprietary Information**. Purchaser agrees to implement reasonable security measures to protect such trade secrets and copyrighted material.

21.4. **Restricted Rights.** In the event title to any Equipment ever passes to an entity of the federal government through direct sale or resale or otherwise, the following restricted rights apply. Contractor's Software is provided to non-DOD entities with **RESTRICTED RIGHTS** and its supporting documentation is provided with **LIMITED RIGHTS**. Use, duplication, or disclosure by the Government is subject to the restrictions as set forth in subparagraph (c) of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19. In the event the license is to a DOD agency, the government's rights in Software, supporting documentation, and technical data is governed by the restrictions in the Technical Data Commercial Items clause at DFARS 252.227-7015 and DFARS 227.7202.

22. **Export Restrictions**

Purchaser shall not transport or transmit, directly or indirectly, the Equipment or any technical data received from Contractor, nor the direct product derived therefrom, outside the United States or Canada without Contractor's prior written consent and without complying with all export laws and regulations of the United States.

23. **Related Agreements**

Purchaser and Contractor may enter into additional agreements for software licensing, training, warranty, maintenance, installation, or configuration and engineering support directly related to Equipment acquisitions made under this Master Contract, hereinafter referred to as "Related Agreements." Related Agreements cannot contain terms and conditions in contradiction with the terms and conditions set forth in this Master Contract, and the terms and conditions of this Master Contract take precedence over any terms and conditions in any Related Agreements. Related Agreements may survive the term of this Master Contract. Because Related Agreements have not been approved as to form by the Office of the Attorney General, Purchaser should provide its own legal review and shall hold DIS harmless from any consequences resulting from any inadequacy of the Related Agreements.

Contract Termination

24. Termination for Default

- 24.1. If Contractor violates any material term or condition of this Master Contract or fails to fulfill in a timely and proper manner its obligations under this Master Contract, the DIS Contract Administrator or the affected Purchaser shall give Contractor written notice of the failure or violation, and the failure or violation shall be corrected by Contractor within thirty (30) calendar days or as otherwise mutually agreed. If Contractor's failure or violation is not so corrected, this Master Contract may be terminated immediately by written notice from the DIS Contracting Officer to Contractor, or Purchaser's order may be terminated by written notice from Purchaser to Contractor. The option to terminate this Master Contract shall be at the sole discretion of DIS.
- 24.2. In the event DIS terminates this Contract or Purchaser terminates an order, DIS or Purchaser shall have the right to procure the Equipment and Related Services that are the subject of this Master Contract on the open market, and Contractor shall be liable for all damages including, but not limited to: (1) the cost difference between the original Master Contract price for the Equipment and Related Services and the replacement cost of such Equipment and Related Services acquired from another Contractor; (2) if applicable, all administrative costs directly related to the replacement of the Master Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, staff time costs; and; (3) any other costs to Purchaser or DIS resulting from Contractor's breach. Purchaser or DIS shall have the right to deduct from any monies due to Contractor or that thereafter become due, an amount for damages that Contractor will owe Purchaser or DIS for Contractor's default.
- 24.3. If either DIS or Purchaser violates any material term or condition of this Master Contract or fails to fulfill in a timely and proper manner its performance obligations under this Master Contract, Contractor shall give the DIS Contracting Officer or Purchaser, as appropriate, written notice of such failure, which shall be corrected by DIS or Purchaser within thirty (30) calendar days. If DIS' failure to perform is not so corrected, this Master Contract may be terminated immediately by written notice from Contractor to the DIS Contracting Officer. If Purchaser's failure to perform is not so corrected, Purchaser's order may be terminated by written notice from Contractor to Purchaser.
- 24.4. In the event a Purchaser violates any of the provisions set forth in **Software License Terms** or in **Contractor's Proprietary Information**, Contractor may *immediately* terminate that Purchaser's order and right to make further purchases under this Master Contract and shall give written notice of such termination to Purchaser and shall also so inform the DIS Contracting Officer.
- 24.5. If the Failure to Perform is without the defaulting party's fault or negligence, the termination shall be deemed a Termination for Convenience.
- 24.6. This section shall not apply to any failure to perform that results from the willful or negligent acts or omissions of the aggrieved party.

25. Termination for Convenience

- 25.1. When in the best interest of Purchaser or DIS, the DIS Contracting Officer may terminate this Master Contract, in whole or in part, by giving fourteen (14) calendar days written notice to Contractor. Invocation of the **Termination for Withdrawal of Authority**, or **Termination for Non-Allocation of Funds** sections shall be deemed a Termination for Convenience but will not require fourteen (14) calendar days written notice.

- 25.2. If this Master Contract is so terminated, Purchaser is liable only for payments required by the terms of this Contract for Equipment and Related Services received and accepted by Purchaser prior to the effective date of termination.

26. Termination for Withdrawal of Authority

In the event the authority of Purchaser or DIS to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Master Contract and prior to normal completion, DIS may terminate this Master Contract under the Termination for Convenience section. This section shall not be construed to permit DIS to terminate this Master Contract to acquire similar Equipment or Services from a third party.

27. Termination for Non-Allocation of Funds

If funds are not allocated to continue this Master Contract in any future period, Purchaser or DIS will not be obligated to pay any further charges for Services, including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. In such case, Purchaser or DIS agrees to notify Contractor at the earliest opportunity of the non-allocation. No penalty shall accrue to Purchaser or DIS for exercising its rights under this section. This section shall not be construed to permit Purchaser or DIS to terminate this Master Contract to acquire similar Equipment or Services from a third party.

28. Termination for Conflict of Interest

DIS may terminate this Master Contract by written notice to Contractor if DIS determines, after due notice and examination, that any party has violated: Ethics in Public Service, chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Master Contract is terminated for Conflict of Interest, DIS shall be entitled to pursue the same remedies as it could pursue in the event Contractor breaches this Master Contract.

29. Termination Procedure

- 29.1. Upon termination of all or part of this Master Contract and in addition to any other rights provided in this Contract, DIS may require Contractor to deliver to Purchaser or DIS, as appropriate, any property or Equipment specifically produced or acquired for the performance of such part of this Contract as has been terminated.
- 29.2. Unless otherwise provided herein, Purchaser shall pay to Contractor the agreed-upon price, if separately stated, for Equipment or Services received and accepted by Purchaser, *provided that*, in no event shall Purchaser pay to Contractor an amount greater than Contractor would have been entitled to if this Master Contract had not been terminated. Failure to agree with such determination shall be a dispute within the meaning of the Disputes section of this Contract. Purchaser may withhold from any amounts due Contractor for such completed work or Services, such sum as Purchaser determines necessary to protect Purchaser from potential loss or liability.
- 29.3. Within thirty (30) calendar days after notice, Contractor shall pay any damages due DIS or Purchaser.

Disputes and Remedies

30. Disputes

Disputes arising between Purchaser and Contractor shall be referred to the DIS Contract Administrator for resolution. Disputes not so resolved shall be referred to an alternative dispute resolution procedure, such as mediation, prior to initiating any litigation of any aspect of this Master Contract. The disputants shall share equally in the costs associated with the dispute resolution procedure.

31. Attorneys' Fees and Costs

If any party brings litigation to enforce any term, condition, or section of this Master Contract, or as a result of this Master Contract in any way, the prevailing party shall be awarded its reasonable attorneys' fees, together with necessary fees, expenses and costs incurred with such litigation rendered at both trial and appellate levels, as well as subsequent to judgment in obtaining execution thereof.

32. Non-Exclusive Remedies

The remedies provided for in this Master Contract shall not be exclusive but are in addition to all other remedies available under law.

33. Liquidated Damages

33.1. Liquidated Damages - General

33.1.1. Any delay by Contractor in meeting the delivery or installation date, as applicable, will interfere with the proper implementation of Purchaser's programs, causing loss or damage to Purchaser.

33.1.2. As it would be impracticable to fix the actual damage sustained in the event of such failure to perform, Purchaser and Contractor agree that the amount of damage sustained will be the amount set forth in the following sections. The parties agree that the Contractor shall pay such amounts as liquidated damages and not as a penalty.

33.1.3. Liquidated damages provided under the terms of the Master Contract are subject to the same limitations as provided in the section entitled **Limitation of Liability**.

33.2. Liquidated Damages - Specific

33.2.1. If Contractor fails to deliver or install the Equipment by the agreed upon delivery or installation date, as applicable, Contractor shall provide a revised delivery or installation schedule and pay to Purchaser as fixed and agreed upon liquidated damages, in lieu of all other damages due to such delay, an amount equal to two percent (2%) of the purchase price of the Equipment up to a maximum of one thousand dollars (\$1,000.00) per day for each calendar day between the specified delivery or installation date and the date that Contractor actually delivers or installs the Equipment.

33.2.2. If the revised delivery or installation date is more than thirty (30) calendar days from the original delivery or installation date, Purchaser may immediately terminate, by written notice to Contractor, Contractor's right to deliver or install the Equipment. Purchaser may obtain substitute Equipment from another Contractor. In this event, Contractor shall

be liable for fixed and agreed upon liquidated damages in the amount specified above, in lieu of all other damages due to such delay, until substitute Equipment is delivered or installed, or a maximum of thirty (30) calendar days have elapsed from the original delivery or installation date.

34. Failure to Perform

If Contractor fails to perform any substantial obligation under this Master Contract, Purchaser shall give Contractor written notice of such failure to perform. If after thirty (30) calendar days from the date of the written notice, Contractor still has not performed, then without penalty to Purchaser, Purchaser may withhold all monies due and payable to Contractor until such failure to perform is cured or otherwise resolved.

35. Limitation of Liability

- 35.1. The parties agree that neither Contractor nor Purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim or demand based on patent or copyright infringement, in which case liability shall be as set forth elsewhere in this Master Contract. The damages specified in the sections titled **OSHA/WISHA**, **Termination for Default** and **Review of Contractor's Records** are not consequential, incidental, indirect, or special damages as those terms are used in this section.
- 35.2. Neither Contractor nor Purchaser shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Contractor or Purchaser. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of a governmental body other than Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, shortage of supplies, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of Contractor, Purchaser, or their respective subcontractors.
- 35.3. If delays are caused by a subcontractor without its fault or negligence, neither Contractor nor Purchaser shall be liable for damages for delays, unless the Equipment or Services were obtainable on comparable terms from other sources in sufficient time to permit Contractor or Purchaser to meet its required performance schedule.
- 35.4. Neither party shall be liable for personal injury or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.
- 35.5. Notwithstanding anything else herein, all liability of Contractor under this Contract or otherwise shall be limited to the greater of one million dollars (\$1,000,000) or the money paid to Contractor under this Contract during the twelve (12) month period preceding the event or circumstances giving rise to such liability. This limitation of liability is per incident and will not apply to costs related to the defense or settlement of intellectual property rights claims, or to claims for personal injury or death proximately caused by Contractor's fault or negligence, or to claims made under the **Save Harmless** provision of the Contract.

Contract Administration

36. Notices

Any notice or demand or other communication required or permitted under this Master Contract or applicable law (except notice of malfunctioning Equipment) shall be effective only if it is in writing, properly addressed, and delivered in person, or sent by facsimile transmission, or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses or phone numbers:

to Contractor at:

Cisco Systems, Inc.
Legal Department
170 West Tasman Drive
San Jose, CA 95134-1706
Fax number: (408) 526-7019

to DIS at:

State of Washington
Department of Information Services
Attn: Contract Administrator
P.O. Box 42445
512 - 12th Avenue SE
Olympia, WA 98504-2445
Fax number: (360) 664-0711

or to K-20 Purchasers at the address and fax number listed on their purchase order.

Notwithstanding RCW 1.12.070, such communications shall be effective upon the earlier of receipt or four (4) calendar days after mailing. The notice address and fax numbers as provided herein may be changed by written notice as provided above.

37. Entire Agreement

This Master Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled **Contractor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, price, quality, or Specifications of this Contract will be effective without the written consent of both parties.

38. Mandatory Provisions of RFP are Substantive Terms

The mandatory RFP provisions and the provisions of Contractor's Proposal are incorporated into and are essential substantive terms of this Master Contract. Contractor will be bound by all of the mandatory provisions of the DIS RFP, Exhibit A, and Equipment provided under this Master Contract shall meet or exceed all of the mandatory technical requirements therein.

39. Section Headings, Incorporated Documents and Order of Precedence

- 39.1. The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.
- 39.2. Each of the documents listed below is, by this reference, incorporated into this Master Contract as though fully set forth herein. In the event of any inconsistency in this Master Contract, the inconsistency shall be resolved in the following order of precedence:
- a) Applicable federal and state statutes, laws, and regulations;
 - b) Sections of this Master Contract K97-MST-012;
 - c) Schedule A - Authorized Equipment and Price List;
 - d) Exhibit A - State of Washington, DIS Request for Proposal for Intranet Routers dated November 5, 1996.
 - e) Exhibit B - Contractor's Proposal, dated November 25, 1996 including all written information provided with Contractor's Proposal;
 - f) The terms and conditions of Related Agreements, if any;
 - g) The terms and conditions contained on Purchaser's purchase documents, * if used; and,
 - h) All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, and other written representations Contractor made available to Purchaser and used to effect the sale of Equipment to Purchaser, or purports the Equipment is fit for a particular purpose or attests to the Equipment's engineering level, operating condition, functions, capabilities, or merchantability.

***Contractor will not be bound by additional terms and conditions on Purchaser's order forms unless Contractor agrees to them in writing.**

40. Additional Services and Equipment

DIS and Contractor agree that additional Services and/or Equipment, which are appropriate to the scope of this Master Contract, may be added to this Master Contract (Schedule A hereto) by an instrument in writing, with the mutual consent of both parties. Such writing shall include a specific description of the additional Services and/or Equipment, pricing and additional terms and conditions as relevant. The additional Services and/or Equipment shall be available under the same terms and conditions established herein, unless otherwise agreed to in a signed writing.

41. Authority for Modifications and Amendments

No modification, amendment, alteration, addition or waiver of any section or condition of this Master Contract shall be effective or binding unless in writing and signed by authorized representatives of Contractor and DIS.

42. Independent Status of Contractor

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever, nor will Contractor make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW, chapter 23B.16 RCW, or Title 51 RCW.

43. Governing Law

This Master Contract shall be governed in all respects by the law and statutes of the state of Washington. Jurisdiction for any action hereunder shall be the Superior Court for the state of Washington. Venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

44. Subcontractors

Contractor may, with prior written permission from the DIS Contract Administrator, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for performance of any part of Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce Contractor's liability to Purchaser or DIS for any breach in the performance of Contractor's duties. For purposes of this Master Contract, Contractor agrees that all subcontractors shall be deemed to be agents of Contractor. Contractor further agrees to hold Purchaser or DIS harmless from acts or omissions of Contractor's subcontractors, their agents, or employees, subject to the limitations set forth in the **Limitation of Liability** section of this Contract. Purchaser or DIS shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of employees, or violations of the **Patent and Copyright Indemnification** section of this Contract occasioned by the acts or omissions of Contractor's subcontractors, their agents or employees. The **Patent And Copyright Indemnification** section of this Contract shall apply to all subcontractors.

45. Assignment

- 45.1. With the prior written consent of DIS, which consent shall not be unreasonably withheld, Contractor may assign this Master Contract, including the proceeds hereof, *provided that*, such assignment shall not operate to relieve Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to Purchaser or DIS that may arise from any breach of this Contract, its supplements, or warranties made herein, including but not limited to rights of setoff.
- 45.2. With the prior written consent of Contractor, which consent shall not be unreasonably withheld, DIS may assign this Master Contract to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, *provided that*, such assignment shall not operate to relieve DIS of any of its duties and obligations hereunder.

46. Publicity

Contractor agrees to submit to DIS all advertising, sales promotion, and other publicity matters relating to this agreement or any Equipment furnished by Contractor wherein Purchaser's or DIS' name is mentioned, or language is used which infers or implies a connection with Purchaser or DIS. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of DIS.

47. Review of Contractor's Records

- 47.1. Contractor and its subcontractors shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Master Contract. Such records shall be retained for six (6) years after the expiration or termination of this Master Contract. Records involving matters in litigation related to this Master Contract shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation has not terminated within five (5) years from the date of expiration or termination of the Contract.

- 47.2. All such records shall be subject at reasonable times and upon prior notice, to examination, inspection, copying, or audit by personnel authorized by the DIS Contract Administrator or the Office of the State Auditor, and federal officials authorized by law, rule, regulation, or contract, when applicable. During the term of this Master Contract, access to these items will be provided within Thurston County. During the six (6) year period after the Contract term or five (5) year term following litigation, delivery of and access to these items will be at no cost to the State. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its subcontractors.
- 47.3. The records retention and review requirements of this section shall be incorporated by Contractor in its subcontracts.
- 47.4. It is agreed that books, records, documents and other evidence of accounting procedures and practices related to Contractor's cost structure, including overhead, general and administrative expenses, and profit factors, shall be excluded from review unless the cost or any other material issue under this Contract is calculated or derived from these factors.

General

48. Purchase Use Limitation

This Contract is only for the purchase of Equipment in the United States or Canada. For purchase of Equipment to be used outside of the United States or Canada, a different purchasing vehicle with different terms and conditions will apply. Furthermore, Purchaser shall comply with the provisions set forth in the section above titled Export Restrictions.

49. Patent and Copyright Indemnification

- 49.1. Contractor will at its expense, defend or settle any claim against Purchaser that the Equipment, Software, or work products supplied hereunder infringe(s) on any patent, copyright, or trademark in the United States or Canada. Contractor will pay resulting costs, damages and attorneys' fees finally awarded, *provided that*, Purchaser:
- a) Promptly notifies Contractor in writing of the claim; and
 - b) Cooperates with and agrees to use its best efforts to encourage the Washington State Office of the Attorney General to grant Contractor sole control of the defense and all related settlement negotiations.
- 49.2. Contractor will pay all costs of such defense and settlement and any costs and damages awarded by a court or incurred by Purchaser, except costs paid to the Office of the Attorney General as legal fees. If such claim has occurred, or in Contractor's opinion is likely to occur, Purchaser agrees to permit Contractor at its option and expense, either to procure for Purchaser the right to continue using the Equipment or to replace or modify the Equipment to make it noninfringing and functionally equivalent. If use of the Equipment is enjoined by a court and Contractor determines that none of these alternatives is reasonably available, Contractor, at its risk and expense, will take back the Equipment and refund its depreciated value. No termination charges will be payable on the returned Equipment, and Purchaser will pay only those charges which were payable prior to the return date. Depreciated value shall be calculated on the basis of a useful life of five (5) years commencing on the date of purchase, and shall be an equal amount per year over the useful life. The depreciation for fractional parts of a year shall be prorated on the basis of 365 days per year. In the event the Equipment has been installed less than one year, Contractor shall refund to Purchaser transportation costs to the initial installation site.

- 49.3. Contractor has no liability for any claim of infringement arising from:
- a) Contractor's compliance with any designs, specifications or instructions of Purchaser;
 - b) Modification of the Equipment by Purchaser or a third party, unless such modification has been required by Contractor;
 - c) Use of the Equipment in a way not specified by Contractor; or,
 - d) Use of the Equipment with equipment not supplied by Contractor;
- unless the claim arose against Contractor's Equipment, Software or Services independently of any of these specified actions.
- 49.4. The foregoing states the entire obligation of Contractor with respect to the infringement of patents, copyrights and trademarks.

50. Save Harmless

Contractor shall protect, indemnify and save Purchaser harmless from and against any damage, cost, or liability, including reasonable attorneys' fees resulting from such claim, for any or all injuries to persons or damage to tangible property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or subcontractors.

51. Industrial Insurance Coverage

Prior to performing work under this Contract, Contractor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Contract. Purchaser will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this Contract.

52. Insurance

- 52.1. Liability and Auto Insurance. Contractor shall, during the term of this Contract, maintain in full force and effect, the insurance described in this section with an insurance carrier or carriers licensed to conduct business in the state of Washington and approved by the DIS Contract Administrator, which approval shall not be unreasonably withheld. The minimum acceptable limits and types of coverage shall not be less than \$1 million commingled single limit per occurrence for each of the following categories:
- 52.1.1. Public liability covering the risks of bodily injury, property damage and personal injury (including death);
 - 52.1.2. General Business Liability; and
 - 52.1.3. Automobile liability (owned or nonowned) covering the risks of public liability and property damage.
- 52.2. Premiums on all insurance policies shall be paid by Contractor or its Subcontractors. Such insurance policies provided for the Purchaser pursuant to this section shall name DIS as an additional insured and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have first been given to DIS by such insurer.

52.3. Contractor shall furnish to DIS copies of certificates of all required insurance within thirty (30) calendar days of the execution date of this Contract.

53. Licensing Standards

Contractor shall comply with all applicable local, state, and federal licensing requirements and standards necessary in the performance of this Contract. (See for example, chapter 19.02 RCW for state licensing requirements and definitions.)

54. OSHA/WISHA

Contractor represents and warrants that its products, when shipped, are designed and manufactured to meet then current federal and state safety and health regulations. Contractor further agrees to indemnify and hold Purchaser harmless from all damages assessed against Purchaser as a result of the failure of the items furnished under this Contract to so comply.

55. Compliance with Civil Rights Laws

During the performance of this Contract, Contractor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 USC 12101 et seq.; the Americans with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded or terminated in whole or in part under the **Termination for Default** section, and the Contractor may be declared ineligible for further Contracts with Purchaser. In addition to the cancellation of this Contract, Contractor may be subject to penalties under federal and state law.

56. Severability

The terms and conditions of this Contract are declared severable. If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

57. Waiver

Waiver of any breach of a term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be waived, modified, or deleted except by a written instrument signed by the parties hereto.

58. Treatment of Assets

58.1. Title to all property furnished by Purchaser shall remain with Purchaser. Title to all property furnished by Contractor, for which Contractor is entitled to reimbursement under this Contract, other than rental payments, shall pass to and vest in Purchaser pursuant to the Title provisions above. As used in this section Treatment of Assets, if the "property" is Contractor's proprietary, copyrighted works, only the applicable license, not title, passes to Purchaser.

- 58.2. Any property of Purchaser furnished to Contractor, unless otherwise provided herein or approved by Purchaser, shall be used only for the performance of this Master Contract.
- 58.3. Contractor shall be responsible for any loss or damage to the property of Purchaser which results from Contractor's negligence or which results from Contractor's failure to maintain and administer that property in accordance with sound management practices.
- 58.4. Upon loss, destruction, or damage to any Purchaser property, Contractor shall notify Purchaser thereof and shall take all reasonable steps to protect the property from further damage.
- 58.5. Contractor shall surrender to Purchaser all Purchaser's property prior to settlement upon completion, termination, or cancellation of this Contract.
- 58.6. All references to Contractor under this section shall also include Contractor's employees, agents, or subcontractors.

59. Contractor's Proprietary Information

Contractor acknowledges that DIS and Purchaser are subject to chapter 42.17 RCW, the Public Disclosure Act, and that this Master Contract shall be a public record as defined in RCW 42.17.250 through 42.17.340. Any specific information which Contractor claims to be confidential or proprietary, must be clearly identified as such by Contractor. To the extent consistent with chapter 42.17 RCW, DIS and Purchaser shall maintain the confidentiality of all information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, DIS or Purchaser, as appropriate, will immediately notify Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining disclosure. If Contractor fails to obtain the court order enjoining that disclosure, DIS or Purchaser will release the requested information on the date specified.

Activity Reporting and Administration Fee

60. DIS Master Contract Administration Fee and Collection

- 60.1. K-20 Purchasers are exempt from and shall not pay the DIS Master Contract Administration Fee for purchases made under this Contract. All purchases made by other Purchasers under this Master Contract are subject to a DIS Master Contract Administration Fee, collected by Contractor and remitted to DIS.
- 60.2. The Master Contract Administration Fee is three tenths of one percent (.3% or .003) of the purchase price. The purchase price is defined as total invoice price less sales tax.
- 60.3. The Master Contract Administration Fee shall be invoiced by Contractor to all Purchasers as a separate detailed line item on Purchaser's invoice. K-20 Purchasers are exempt from the Fee and their line item shall be zero dollars (\$0).
- 60.4. Contractor shall remit the Master Contract Administration Fee directly to the DIS Contract Administrator along with the Master Contract Activity Report.

61. Master Contract Activity Reporting

- 61.1. Contractor shall submit to the DIS Contract Administrator a monthly Activity Report of all Equipment and Related Services purchases made pursuant to this Master Contract. The report must identify:
 - a) This Master Contract number, K97-MST-012;
 - b) Each Purchaser making purchases during that month, separated into K-20 Purchasers and all other Purchasers;
 - c) The total invoice price, excluding sales tax for each Purchaser;
 - d) The sum of all invoice prices, excluding sales tax, for all K-20 Purchasers;
 - e) The sum of all invoice prices, excluding sales tax, for all other Purchasers; and
 - f) The DIS Master Contract Administration Fee.
- 61.2. This report and the DIS Master Contract Administration Fee must be submitted by the 15th calendar day of the second month following the month in which Contractor invoiced Purchaser. Contractor shall submit this report according to the layout specified by the DIS Contract Administrator.
- 61.3. This report may be corrected or modified by the DIS Contract Administrator with subsequent written notice to Contractor.
- 61.4. Monthly reports are required even if no activity occurred.

62. Failure to Remit Reports/Fees

- 62.1. Failure of Contractor to remit the Master Contract Activity Report together with the Master Contract Administration Fee may be considered a Failure to Perform on the part of Contractor, which may result in DIS terminating this Master Contract with Contractor.
- 62.2. Failure of any Purchaser to pay the Master Contract Administration Fee may result in that Purchaser forfeiting its right to purchase under this Master Contract. Contractor shall notify the DIS Contract Administrator when any Purchaser fails to pay the Master Contract Administration Fee.
- 62.3. The DIS Contract Administrator will notify Contractor of any Purchaser who has forfeited its right to purchase under this Master Contract. After such notification, any sale by Contractor to a forfeiting Purchaser may be considered Failure to Perform by Contractor.
- 62.4. If the performance issues are resolved, DIS at its option, may reinstate a Contractor's participation or a Purchaser's right to purchase.

Contract Execution

63. Authority to Bind

The signatories to this Master Contract represent that they have the authority to bind their respective organizations to this Contract.

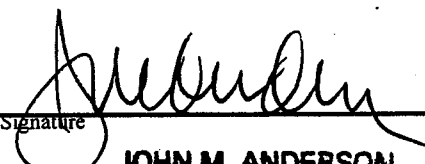
64. Counterparts

This Master Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of the Master Contract signed by each party, for all purposes.

In Witness Whereof, the parties hereto, having read this Master Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Approved

State of Washington,
Department of Information Services



Signature

JOHN M. ANDERSON
Assistant Director

Print or Type Name

Title

Date

3/19/97

Approved

Cisco Systems, Inc.



Signature

William Conlon

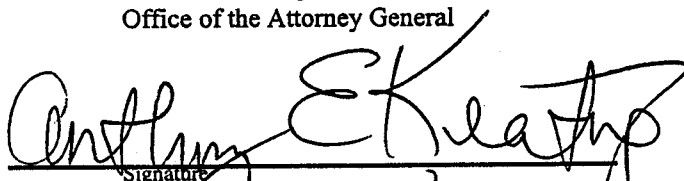
Print or Type Name

VP Worldwide Finance 3/12/97

Title Date

Approved as to Form

State of Washington,
Office of the Attorney General



Signature

Anthony E. Keating

Print or Type Name

Assistant Attorney General

Title

Date

3/12/97

Schedule A

Authorized Equipment and Price List

Schedule B

Authorized K-20 Purchasers

**K-20 Telecommunications Network
Authorized Purchasers**

January 6, 1997

Department of Information Services

University of Washington

Washington State University

Community and Technical Colleges

Central Washington University

Eastern Washington University

The Evergreen State College

Western Washington University

Educational Service Districts

Public School Districts

Schedule C

MWBE Certification

Not Applicable

Schedule D

Problem Escalation Procedures

Problem Escalation Procedures

All calls are placed through the Technical Assistance Center (TAC) at (800) 553-2447, twenty four (24) hours a day, seven (7) days a week, and a case number is assigned to the call. Based on the severity of the problem the TAC will assign either P1, P2, or P3.

P1 - Priority 1 is network down and engineering resources are dedicated to the problem until it is resolved. If conditions warrant, the TAC will dispatch engineering resources to the site.

P2 - Priority 2 is network impaired but operational. Engineering resources are assigned to the problem and, if required, may ask local Cisco Systems Engineering resources to assist in resolving the problem.

P3 - Priority 3 generally indicates an intermittent network problem and is assigned technical resources from the TAC which are generally not dedicated. An action plan developed between the TAC engineer and the Purchaser is put in place in order to better identify the cause of the problem.

In the case where a Cisco Systems engineer, or an authorized Cisco service provider, is on-site and the problem is not resolved within two (2) hours, it is escalated to engineering levels. In most cases the Systems Engineer on-site knows well before the two (2) hour limit whether or not additional resources are required.

The following chart describes the sequence of escalation events according to the priority level of the problem experienced and the duration of the problem and functional roles involved.

Elapsed Time	Priority 1	Priority 2	Priority 3
1 Hour	Customer Engineering Manager		
4 Hours	Technical Support Director	Customer Engineering Manager	
24 Hours	Vice President, Customer Advocacy	Technical Support Director	
48 Hours	President (CEO)	Vice President, Customer Advocacy	
72 Hours			Customer Engineering Manager
96 Hours		President (CEO)	Technical Support Director

Amendment Number 03-21
Contract Number K97-MST-012
for
Intranet Routers and Server Switches

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number K97-MST-012, this Amendment 03-21 is entered into by and between the State of Washington, Department of Information Services ("DIS") and Cisco Systems, Inc. ("Contractor").

The purpose of this Amendment 03-21 is to add an additional subcontractor to perform product and service fulfillment duties for Contractor as set forth below.

Pursuant to Provision 44 (*Subcontractors*) DIS hereby approves the following fulfillment partner to Contractor as a subcontractor under this Master Contract through December 31, 2003:

Available for the University of Washington Purchases Only

NetVersant Washington
3849 1st Avenue South
Seattle, WA 98134

UBI# 601-880-772

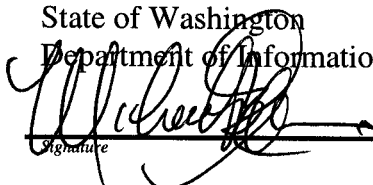
Contact: Heidi Leverton
Phone: 360 570-7207
Fax: 360 705-1664

All other provisions of Contract K97-MST-012, as previously amended, shall remain in full force and effect.

This Amendment 03-21 shall be effective as of the date signed by DIS.

Approved

State of Washington
Department of Information Services



Michael B. Emans

Print or Type Name

Assistant Director

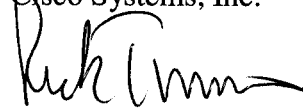
Title

6/27/03

Date

Approved

Cisco Systems, Inc.



Signature

Rick Timmins

Print or Type Name

VP WW Sales Finance

Title

JUN 17 2003

Date

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This Statement of Work ("SOW") is made pursuant to the Master Contract K97-MST-012 and entered into between the Department of Information Services (DIS), an agency of the State of Washington, with offices at PO Box 42445, Olympia, WA 98504-2445 ("DIS"), and Cisco Systems, Inc., a California corporation, with offices at 170 West Tasman Drive, San Jose, California 95134 ("Cisco" or "Cisco Systems") as of the date of the last signature below ("Effective Date").

This SOW shall define the scope of services that Cisco shall provide to DIS. The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other SOWs, which may be executed between the parties.

INTRODUCTION

Scope

This Statement of Work (SOW) describes the plan for testing, acceptance, and implementation of a Network Intrusion Detection System (NIDS) appliance, into the DIS network. Cisco will supply new NIDS appliances to DIS for testing. The tests to be executed are to ensure that the Cisco NIDS appliance meets DIS' functional requirements and fits seamlessly as required by the overall DIS network security architecture. If the testing is successful and DIS accepts the NIDS appliance in writing, then DIS will return and Cisco shall accept as a return the used IDS blades that DIS purchased from Cisco in 2001 in exchange for DIS keeping the new IDS appliances at no additional cost.

This SOW will serve as an outline for testing of the Cisco NIDS appliance, acceptance, knowledge transfer, and NIDS maintenance to support DIS's Intrusion Detection (monitoring and response) needs within the DIS network. Cisco's participation under this SOW is at no cost to DIS.

Objectives

The objectives of this plan are to identify the system functionality that must be tested to validate operational capabilities of the NIDS appliance as a subset of the DIS security implementation before, during, and after introduction to the production network, as well as the criteria for acceptance. Testing will be performed to verify basic functionality, connectivity, and interoperability through operational testing.

Key functional objectives are to:

- Determine how and where to connect to the network;
- Determine how to use the GUI interface;
- Determine the policy managing process;
- Determine how are updates done, and how often;
- Determine how data is exported from the database;
- Determine how to generate reports;
- Determine how alerts are presented; and
- Determine what can be done after alerts are presented.

Key support objectives are:

- Cisco to DIS knowledge transfer sufficient to allow DIS to run the IDS appliances and train others w/in DIS;
- NIDS log file maintenance;
- Log export functionality;
- Automated reporting capabilities both real time and batch;
- Other customers' experiences with handling and responding to NIDS alerts; and
- After sales support requirements.

SOW Number S03-01
to
Master Contract K97-MST-012

for
NIDS – Test and Acceptance Plan

between the
The Department of Information Services
and
Cisco Systems, Inc.

Effective Date: January 23, 2003

Limitations and Constraints

To be effective, NIDS appliances must be connected in such a way as to monitor network traffic. Testing will initially be performed on DIS test network components outside of the operational production network.

NIDS appliances' capabilities are best described as; network sensing, attack response, and device management. Device management involves active changes to routers. Initial testing will be sensing and response (alarms, logging, TCP shuns / resets).

Advanced testing (device management), require real-time router ACL changes; and thus will require signoff from DIS management prior to active testing.

TEST RESOURCES

Test Team Members

The success of the Test and Acceptance Plan assumes the establishment of a test team, chaired by Steve Wilson, with active support from both CISCO and DIS Management.

Cisco Test Team Members include:

Lyle St Michel, Chuck Henry, Jason Grant, Gary Halleen, and Cisco TAC.

DIS Test Team Members include:

Steve Wilson, Bruce Hooker, Phil Davis, Paul Kramer, Terry Bartlett, Kevin Thrasher, NCC, and Help Desk.

DIS Management Team Members Include

Darlene Kosoff, Mike Lilly, Michael Partlow, and Tom Tucker.

Test Resources

The Test Team will be responsible for creating the test cases and performing all mutually agreed upon levels of testing. The Test Team will be responsible for establishing test cases, configuration baselines, acceptance criteria, and test execution on the NIDS appliance as part of DIS acceptance. Cisco, along with the DIS team, will verify connectivity and data transmission during the testing. If identified and required by DIS, any additional support systems such as network analyzers, load generators, monitoring systems, switching systems, and workstations needed to emulate or simulate services, will require DIS procurement and assistance.

Test Team Responsibilities

The following is a non-exclusive list of responsibilities for the Test Team:

- Determine the initial (lab) and production Project Plan;
- Determine the initial (lab) and production Test Criteria;
- Determine the initial (lab) and production Acceptance Criteria;
- Determine the initial (lab) and production Implementation Plan;
- Determine baseline NIDS configuration based on DIS Security policy requirements;
- Determine Basic Knowledge transfer (what DIS' needs are);
- Determine support requirements after initial deployment ;
- Assure that the system is properly tested and is ready for service prior to introduction into the production network;
- Assure proper implementation into production network;
- Monitor for seven (7) consecutive calendar days, after introduction to production network; and

- Sign off on the Lab Test and Acceptance plan.

DEMO IMPLEMENTATION PLAN

Installation Activities

CISCO SYSTEMS personnel will need ready access to the premises during the installation process. This may include access at times other than normal business hours and may include special security arrangements for CISCO SYSTEMS personnel such as badges, door codes, and clearances.

DIS agrees to allow CISCO SYSTEMS access to the equipment by providing ready access to the installation location and workspace including heat, light, ventilation and electrical outlets and elevator service.

Configuration Activities

- Determine how to capture production network traffic to replay in the test lab;
- Connect the NIDS appliance to existing lab equipment;
- Connection to Catalyst Switch must be non-disruptive (no IOS changes);
- Learn the NIDS GUI using NIDS documentation;
- Configure the NIDS to monitor traffic;
- Learn what is types of alerts and alarms are available;
- Determine a representative or test DIS security policy configuration;
- Configure NIDS to send alarms and logs;
- Configure the NIDS to do TCP shuns and resets on test traffic;
- Configure the NIDS to do dynamic router ACLs (lab only);
- Determine the process to acquire and load security updates;
- Provide knowledge transfer on how to make configuration modifications to DIS security team;
- Provide draft configurations and draft project documentation; and
- Test NIDS configurations using a traffic replay utility like TCPREPLAY.

Lab Test and Verification Criteria

The purpose of the following lab Test and Verification Criteria is to ensure that products and services are designed, developed and installed in accordance with client specifications. The following criteria also ensure the system meets both DIS' and Cisco's performance specifications. CISCO SYSTEMS will notify DIS when the CISCO SYSTEMS NIDS appliances have completed lab testing and are ready for production testing. Lab testing will consist of the following:

- Upon installation and burn-in of the NIDS on the LAB network, test and verify that network sensing, attack response, and device management are working as expected and required.
- Capture Production Network traffic and replay in test lab to see how the NIDS equipment handles actual traffic.
- Signature signoff by Test Team and DIS management prior to moving to production network testing.

PRODUCTION IMPLEMENTATION PLAN

Installation Activities

- Determine appropriate installation points;
- Ensure installation is non-disruptive (No IOS changes);
- Schedule a change window, install test NIDS appliance; and
- Verify that production traffic is flowing properly.

Configuration Activities

- Determine an official DIS NIDS security policy by input from Team Members and fine tuning of NIDS rules;
- Configure NIDS to send alarms and logs;
- Configure the NIDS to do TCP shuns and resets on real intrusion events; and
- Provide final configurations and project documentation.

Production Test and Verification Criteria

Upon installation and burn-in of the NIDS on the PRODUCTION network, the Team Members will test and verify that all network sensing, attack response, and device management are working as expected and required by DIS.

Burn-in and Monitor

- 30 Day Burn-in; and
- Change or tune NIDS parameters based on monitoring feedback.

Acceptance Criteria & Deliverables

- NIDS system working as required by DIS;
- Cisco documentation (configurations, process) handoff to DIS;
- 1 year of post-sales support – traditional SmartNet maintenance (8x5 next business day) at no cost to DIS for the first year starting on the day both parties sign the acceptance letter as set forth below, titled *Project Signoff*;
- Alert generation – real-time/email;
- Cisco will show DIS how to gather useable real time and canned reports from the NIDS appliances;
- Workable log process maintenance (switching and archival); and
- Other deliverables as delineated in writing by DIS.

PROJECT SIGNOFF

Upon both parties agreement that the Production Implementation Plan above is successfully completed, both parties will sign a letter stating that DIS accepts the new NIDS appliances in exchange for (1) DIS' return, at no additional cost to DIS, of the IDS blades DIS purchased from Cisco in 2001, and (2) Cisco's acceptance of those IDS blades.

If any of the NIDS appliances do not meet the Acceptance Criteria, or if any of the Deliverables are not met, then DIS will work with Cisco to resolve the outstanding issues during a specified timeframe to be determined between the parties. If the outstanding issues cannot be resolved to DIS' satisfaction within the agreed-upon timeframe, then DIS will return the NIDS appliances to Cisco and Cisco shall accept such NIDS appliances and refund DIS in full for the IDS blades that DIS returned to Cisco pursuant to the Demo Agreement number T03-TSD-326 dated November 22, 2002.

TEST PROCESS AND ESTIMATED SCHEDULE

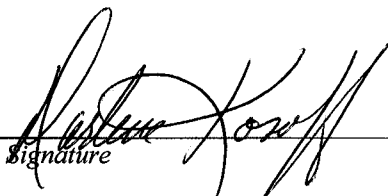
	START	END
Test Plan Signoff	1/10/03	1/13/03
DEMO testing		
Installation Activities (1/2 day)	1/13/03	1/13/03
Configuration Activities (1/2 day)	1/13/03	1/13/03
Test and Verification Activities (4 days)	1/13/03	1/13/03
PRODUCTION testing		
Installation Activities (1/2 day)	1/23/03	1/23/03
Configuration Activities (1/2 day)	1/23/03	1/23/03
Test and Verification Activities (15 days)	1/23/03	2/14/03
Burn-in and Monitor Activities	1/23/03	2/14/03
Acceptance Criteria (5 days)	2/17/03	2/21/03
Project Signoff	N/A	2/24/03

SIGNATURES

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this SOW to be duly executed.

APPROVED

State of Washington
Department of Information Services

 1-23-03
Signature Date

Darlene Kosoff, ESS Manager
Print or Type Name

APPROVED

Cisco Systems, Inc.

 1/24/03
Signature Date

Greg Semler
Print or Type Name

AMENDMENT NUMBER 03-19
CONTRACT NUMBER K97-MST-012 FOR
INTRANET ROUTERS AND SERVER SWITCHES

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number K97-MST-012, this Amendment 03-19 is entered into by and between the State of Washington, Department of Information Services ("DIS") and Cisco Systems, Inc. ("Contractor").

1. Provision 7.2 (*Invoices and Payment*) is deleted in its entirety and replaced with the following:

Payments for Equipment shall be due within thirty (30) calendar days after the Acceptance Date, or thirty (30) calendar days after the invoice date, whichever is later. Payment for Services shall be due within thirty (30) days after the invoice date

2. Pursuant to Paragraph 40 (*Additional Services*), the following part number item has been added to Schedule A. A description of which has been added to the contract as Schedule E.

CON-NOS-1 – Network Optimization Services (NOS)

3. Pursuant to Provision 44 (*Subcontractors*) DIS hereby **approves** the following fulfillment partner to Contractor as a subcontractor under this Master Contract:

- a) Available in Western Washington for Education and Local Government Purchasers

Obsidian Technologies, Inc.
1565 Oak Street
Eugene, Oregon
Contact: David B. Markey, President
Phone: (541) 242-1000

UBI# 602 112 639

Fax: (541) 484-0135

4. Pursuant to Provision 44 (*Subcontractors*) DIS hereby **removes** the following fulfillment partner to Contractor as a subcontractor under this Master Contract effective March 31, 2003:

Verizon
1800 41st Street, WAO104SM
Everett, WA 98201
Contact: Don Franks
Phone: (425) 261-7811

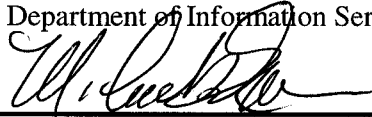
UBI# 313-013-420

Fax: (425) 261-7948

5. All other provisions of Contract K97-MST-012, as previously amended, shall remain in full force and effect.

Approved

State of Washington,
Department of Information Services



Signature

Michael B. Emans

Assistant Director

Title

Date

4/8/03

Approved

Cisco Systems, Inc.



Signature

BRIAN P. FUKUHARA

DIRECTOR OF FINANCE

Title

Date

MARCH 31, 2003

for Rick Timmins

VP WW Sales Finance

Schedule E

Network Optimization Services (NOS)

Description

Network Optimization Support

Network Optimization Support Exhibit is an Exhibit to the Master Services Agreement entered into by Cisco and Customer and is incorporated into the Master Services Agreement by this reference. This Exhibit is intended to supplement a current maintenance agreement for Cisco products and is only available where all Product(s) in Customer's Network is supported with a minimum of core services (SMARTnet and/or Software Application Services). All capitalized terms not defined below have the meaning ascribed thereto in the Master Services Agreement. In the event of a conflict between the terms of this Exhibit and the Master Services Agreement, the terms of this Exhibit shall govern.

1.0 DEFINITIONS.

- 1.1 **"Additional Services"** means installation of new Hardware, system additions, Hardware upgrades, or non-mandatory engineering changes.
- 1.2 **"Data Collection Tools"** means Hardware or Software tools that support the ability to provide troubleshooting on critical cases, data analysis and report generation capabilities.
- 1.3 **"Event"** means notification by Customer of its performance of a planned Network Hardware, Software, or configuration change.
- 1.4 **"Level 1"** means support which is defined as having the necessary technical staff with the appropriate skills to perform installations, remedial Hardware maintenance and basic Hardware and Software configurations on Cisco Product(s).
- 1.5 **"Level 2"** means support that is defined as having the necessary technical staff with the appropriate skills to perform isolation, replication and diagnosis of internetworking based problems on Cisco Product(s). Customer shall not report Software bugs to Cisco prior to attempting to identify the source of such bugs and testing in Customer's Network where appropriate. If the Customer cannot duplicate the bug in Customer's Network, Customer and Cisco shall cooperate in attempting to replicate and resolve related Software bugs in either Customer's or Cisco's test facility as mutually agreed. In all cases Customer will address Software bugs on a best effort basis to replicate same in Customer's Network and document activity to Cisco before seeking further resolve with Cisco's participation.
- 1.6 **"Network"** means a set of interconnected and inter-working Cisco supported Hardware and Software implemented, operated, and supported by a Customer from a single Network Operations Center ("NOC").
- 1.7 **"Network Infrastructure"** means Customer's core transport and aggregation Network technology (i.e., Metro Optical, ATM/FR, IP Core).

- 1.8 **“Network Infrastructure Size”** means the total value of Products in Network, based on the global list price of purchased Products.

2.0 **NETWORK OPTIMIZATION SUPPORT.** Cisco’s Network Optimization Support (“NOS”) consists of the provision of, at a minimum, Focused Engineering from those Focused Technical Support Services, selected by Customer, comprising Operations Management, Focused Engineering and High Touch Technical Support and the Services described below, which Cisco shall provide for the Customer’s Network Infrastructure during Standard Business Hours (unless stated otherwise). Cisco shall provide the following General Support provisions for all Services selected by Customer under NOS:

2.1 **General Support.**

- 2.1.1 Designate an engineer (“Advanced Services Engineer”) to act as the primary interface with Customer for its Network Infrastructure.
- A.1.2 Schedule with Customer, as mutually agreed, four quarterly visits per year to Customer’s site to review proactive deliverables and activities and to plan for next quarter, not to exceed eight (8) days, cumulatively. In the event Customer has ordered Focused Engineering Service, the two visits specified therein shall be inclusive of the four total visits described in this subsection. Additional visits will be mutually agreed at Cisco’s then-current travel and labor rates.
- 2.1.3 Schedule periodic conference calls (usually weekly) to review Customer’s Network Infrastructure status, planning and the Services being provided.
- 2.1.4 Establish a Customer-specific Cisco email alias to facilitate communication with Cisco Advanced Services Engineers.
- 2.1.5 Provide certain Data Collection Tools that Cisco identifies as appropriate for Network Infrastructure data collection during the Term of the Services, provided that all fees due and owing to Cisco under this Appendix have been paid. Data Collection Tools may or may not include Hardware or Software. Customer acknowledges that Cisco shall retain full right, title and interest to the Data Collection Tools. In addition to Cisco provided tools, the Advanced Services Engineer may utilize Customer provided data, scripts or internal tools to assist in collecting data from the Customer Network.

2.2 **Network Infrastructure Design Assistance.**

- 2.2.1 Consult with Customer networking staff in a series of face-to-face and remotely conducted meetings to develop a thorough understanding of Customer Network Infrastructure design requirements, with a focus on

concerns such as resiliency, self-recovery, scalability, and ability to handled increased traffic demands and QoS.

2.2.2 Provide Network Infrastructure design review that may include, amongst other information, the following:

- Review of Customer's design requirements, priorities, and goals
- Analysis of impact of new requirements on existing Network Infrastructure
- Review of Network Infrastructure architecture and topology
- Review of protocol selection and configuration
- Review of feature selection and configuration
- Report describing design review with recommendations

The number of design reviews will vary depending on the size of Customer Network Infrastructure and Network expansion plans and shall be limited to the amount shown below:

Network Infrastructure Size	Design Reviews
<\$40M	2
\$40M-\$80M	3
>\$80M	4

2.2.3 Provide ongoing, informal Network Infrastructure design and architecture consultation.

2.3 Network Infrastructure Implementation Plan Assistance.

2.3.1 Evaluate and understand Customer's implementation and deployment plan through a series of remotely conducted meetings and interviews with Customer's staff. Cisco will review deployment plan, identify possible Network disruption and provide sample configurations that Customer can leverage to determine if devices in Customer's Network Infrastructure are properly configured to support intended services

2.3.2 Provide Network Infrastructure implementation plan review that may include, amongst other information, the following:

- Review and analysis of Customers' Network Infrastructure deployment plan and integration into existing Network Infrastructure
- Review of proposed configuration templates
- Review of turn-up test plan
- Analysis of any changes that Network operations staff should be alerted to
- Report on recommendations.

The number of implementation plan reviews will vary depending on the size of Customer Network Infrastructure and Network expansion plans and shall be limited to the amount shown below:

Network Infrastructure Size	Implementation Plan Reviews
<\$40M	2
\$40M-\$80M	3
>\$80M	4

- 2.3.3 Provide ongoing, informal Hardware and configuration change impact analyses, reviews, and recommendations. The number of monthly change impact reviews will vary depending on the size of Customer Network Infrastructure and Network expansion plans and shall be limited to the amount shown below:

Network Infrastructure Size	Change Impact Review (Monthly)
\$10-\$40M	2
\$40-\$80M	3
>\$80M	4

- 2.4 **Network Infrastructure Remote Deployment Support.** Provide Customer with remote resource for problems with Network Infrastructure Hardware and configurations during a major deployment into a live Network. Cisco will make available, upon receipt of not less than twenty-one (21) days prior written request by Customer to Cisco, a designated support contact that can accept trouble calls on a 24-hour 7-day standby basis to remotely assist Customer in major Network service changes (for example, major Hardware upgrade(s), major site installation(s) and major configuration changes). Customer agrees to submit a detailed request and schedule to Cisco prior to any such activity. The number of Events and total aggregate standby time will vary depending on the size of Customer Network Infrastructure and Network activity and will be limited in any one-month period for all Hardware, configuration, and Software Events combined as shown below. (Note: Software Events are covered under Network Infrastructure Remote Software Upgrade Support)

Network Infrastructure Size	Total Number of H/W, S/W and Config. Events Combined (Monthly)	Total Aggregate Standby Time (Hourly)
<\$40M	2	16
\$40M-\$80M	3	20
>\$80M	4	24

- 2.5 **Cisco Network Infrastructure Software Strategy.**

- 2.5.1 Provide Software strategy assessment(s), based on Customer's ongoing functional and technical Network Infrastructure requirements. Each assessment typically includes, amongst other information, the following:

- Review of Customer's feature requirements and performance/availability objectives

- Review of new Software feature releases (Cisco IOS®, other Cisco OS Software, and Cisco micro-code) with respect to Customer business goals
- Software strategy report that includes a risk analysis report outlining the recommended releases of Software for Network Infrastructure environment and the potential risks associated with running these releases
- Review of Customer's Software verification test plan and report on recommended changes
- Assist in the preparation and review of Customer's Software migration plan

2.5.2 Provide ongoing, informal Software impact analysis, review, and recommendations.

2.5.3 Provide proactive critical bug notification for the recommended Software on key Network Infrastructure components.

2.5.4 The number of monthly Software impact analysis reviews, assessments and frequency of proactive bug notifications will vary depending on the size of Customer Network Infrastructure and Network activity and shall be limited to the amount shown below:

Network Infrastructure Size	Assessments (yearly) (Section 2.7.1)	Software Impact Analysis (Section 2.7.2)	Proactive Bug Reports (Section 2.7.3)
<\$10M	1	6/yr.	Monthly
\$10M-\$40M	2	1/mo.	Weekly
\$40M-\$80M	2	2/mo.	Weekly
\$80M-\$160M	2	3/mo.	Weekly
>\$160M	2	4/mo.	Weekly

2.6 **Network Infrastructure Remote Software Upgrade Support.** Provides Customers with remote resource for problems with Network Infrastructure Software during major upgrades on a live Network. Cisco will make available, upon receipt of not less than twenty-one (21) days prior written request by Customer to Cisco, a designated support contact that can accept trouble calls on a 24-hour 7-day a week standby basis to remotely assist Customer in major Software upgrades. Customer agrees to submit a detailed request and schedule to Cisco prior to any such activity. The number of Events and total aggregate standby time will vary depending on the size of Customer Network Infrastructure and Network activity and will be limited in any one-month period for all Hardware, configuration, and Software Events combined as shown below. (Note – Hardware and configuration Events are covered under Network Infrastructure Remote Deployment Support).

Network Infrastructure Size	Total Number of H/W, S/W and Config. Events Combined	Total Aggregate Standby Time (Hourly)
<\$10M	6/yr.	8
\$10M-\$40M	2/mo.	16
\$40M-\$80M	3/mo.	20
>\$80M	4/mo.	24

2.7 Network Infrastructure Performance Engineering and Optimization.

2.7.1 Provide a performance analysis on Network Infrastructure to identify potential performance and optimization issues and review validity of key device configurations in the context of new traffic patterns or changes in Network size that are planned or have been implemented by Customer. Such performance analysis typically includes, amongst other information, the following:

- Collection of key performance data
- Identification of exception reports
- Analysis of key device configurations
- Analysis of resource utilization
- Assist Customer to define Network-specific performance criteria
- Report on performance optimization recommendations such as system tuning and protocol optimization changes

The number of performance analyses will vary depending on the size of Customer Network Infrastructure and Network expansion plans and shall be limited to the amount shown below:

Network Infrastructure Size	Performance Analyses
<\$40M	4
\$40M-\$80M	5
>\$80M	6

2.7.2 Perform ongoing, informal performance tuning checks for Network Infrastructure

2.8 **Network Infrastructure Knowledge Transfer and Mentoring.** Provide annually up to four technical update meetings with Customer staff each with duration of up to four (4) hours. These meetings shall be conducted at the Customer site by Designated Engineer or another senior Cisco engineer with a view to providing a technical update training on a topic that is mutually agreed upon and relevant to the Products and Cisco technologies existing on Customer's Network Infrastructure. These meetings are usually held in conjunction with the four quarterly review meetings per year.

C. NETWORK OPTIMIZATION SUPPORT SERVICE OPTIONS. The following service options are available under the NOS program and are not included as part of the NOS baseline Service offering:

2.11 **Network Infrastructure Performance Audit Option.** Under this option, available under NOS or as a stand alone Service offering, Cisco shall provide the following Services during Standard Business Hours, unless stated otherwise:

2.11.1 Provide one (1) Network Infrastructure Performance Audit as selected by Customer out of those currently available from Cisco and identified by Cisco from time to time. The audit typically includes, amongst other information, the following:

- Performance report at node and interface level
- Configuration report: protocol, node and interface
- Software report including conflicts and inconsistencies
- Hardware report including conflicts and inconsistencies: HW versions, firmware version, micro-code version, board revisions

2.11.2 Provide detailed recommendations, with a view towards optimizing Network Infrastructure stability.

2.12 **Network Infrastructure Design Review Option.** Customer must have **Network Infrastructure Design Assistance** across its Network Infrastructure in order to purchase the Network Infrastructure Design Review described in this section. Under this option, Cisco shall provide Services during Standard Business Hours, unless stated otherwise. Cisco shall perform one (1) Network Infrastructure design review that typically includes, amongst other information, the following:

- Review of design requirements, priorities, and goals
- Analysis of impact of new requirements on existing infrastructure
- Review of Network Infrastructure architecture & topology
- Review of protocols selection and configuration
- Review of features selection and configuration
- Report describing design review with recommendations

2.13 **Network Infrastructure Implementation Plan Review Option.** Customer must have **Network Infrastructure Implementation Plan Assistance** across its Network Infrastructure in order to purchase the Network Infrastructure Implementation Plan Review described in this section. Under this option, Cisco shall provide the following Services during Standard Business Hours, unless stated otherwise:

2.13.1 Perform one (1) implementation plan review that typically includes, amongst other information, the following:

- Review and analysis of Network Infrastructure deployment plan and integration into existing Network Infrastructure
- Review of proposed sample configurations
- Review of turn-up test plan
- Analysis of any changes that Network operations staff should be alerted to
- Report on recommendations.

2.13.2 Provide Customer with remote deployment support for up to three (3) months from completion of report provided under this option. Cisco will make available, upon receipt of not less than twenty-one (21) days prior written request by Customer to Cisco, a designated support contact that can accept trouble calls on a 24-hour 7-day standby basis to remotely assist Customer in major Network service changes (for example, major Hardware upgrade(s), major site installation(s) and major configuration changes). Customer agrees to submit a detailed request and schedule to Cisco prior to any such activity. Such request for assistance shall be limited one (1) Event with a total standby time of eight (8) hours in any one-month period.

2.14 **Network Infrastructure Software Strategy Review Option.** Customer must have **Network Infrastructure Software Strategy** across its Network in order to purchase the Network Infrastructure Software Strategy Review described in this section. Under this option, Cisco shall provide the following Services during Standard Business Hours, unless stated otherwise:

2.14.1 Perform one (1) Software strategy assessment that typically includes, amongst other information, the following:

- Review of feature requirements and performance/availability objectives
- Review of new Software feature releases (Cisco IOS®, other Cisco OS Software, and Cisco micro-code) with respect to Customer business goals
- Report recommending set of Software for Customer networking environment
- Review of Software test plan and report on recommended changes
- Assist in the preparation and review of Software migration plan.

2.14.2 Provide Customer with remote deployment support for up to three (3) months from completion of report provided under this option. Cisco will make available, upon receipt of not less than twenty-one (21) days prior written request by Customer to Cisco, a designated support contact that can accept trouble calls on a 24-hour 7-day a week standby basis to remotely assist Customer in major Software upgrades. Customer agrees to submit a detailed request and schedule to Cisco prior to any such activity. Such request for assistance shall be limited one (1) Event with a total standby time of eight (8) hours in any one-month period.

3.0 **SERVICE RESPONSIBILITIES OF CUSTOMERS.** Customer will meet the obligations below for the applicable Services ordered.

A. **NETWORK OPTIMIZATION SUPPORT.** Customer shall provide the following General Responsibilities for all Services selected by Customer under NOS baseline Service offering:

3.1 **General Responsibilities**

- 3.1.1 Designate at least two (2) but not more than six (6) technical representatives, who must be Customer's employees in a centralized Network support center (Customer's technical assistance center), to act as the primary technical interface to the Advanced Services Engineer. Customer will designate as contacts senior engineers with the authority to make any necessary changes to the Network configuration. One individual, who is a senior member of management or technical staff, will be designated as Customer's primary point of contact to manage the implementation of services under this Exhibit (e.g., chair the weekly conference calls, assist with prioritization of projects and activities).
- 3.1.2 Within one (1) year from the commencement of this Exhibit, Customer will have at least one (1) Cisco Certified Internetworking Expert ("CCIE") trained employee or one (1) employee that have achieved, in Cisco's sole determination, an equal standard through training and experience as designated contacts.
- 3.1.3 Customer's technical assistance center shall maintain centralized network management for its Network supported under this Exhibit, capable of providing Level 1 and Level 2 support.
- 3.1.4 Provide reasonable electronic access to Customer's Network to allow the Advanced Services Engineer to provide support.
- 3.1.5 If Cisco provides Data Collection Tools or scripts located at Customer's site, Customer shall ensure that such Data Collection Tools or scripts are located in a secure area, within a Network environment protected within a firewall and on a secure LAN, under lock and key and with access restricted to those Customer employee(s) or contractor(s) who have a need to access the Data Collection Tools and/or a need to know the contents of the output of Data Collection Tools. In the event Data Collection Tool provided by Cisco is Software, Customer agrees to make appropriate computers available and download Software as needed.
- 3.1.6 Provide a Network topology map, configuration information, and information of new features being implemented as needed.
- 3.1.7 Notify Advanced Services Engineer of any major Network changes (e.g., topology, configuration, new IOS releases.).
- 3.1.8 In the event the Network composition is altered, after this Exhibit is in effect, Customer is responsible to notify Cisco in writing within ten days (10) of the change. Cisco may require modifications to the fee if the Network composition has increased beyond the original pricing quote for Services.
- 3.1.9 Create and manage an internal email alias for communication with Advances Services Engineer.

- 3.2 **Network Infrastructure Design Assistance and Network Infrastructure Design Review Option.** In addition to the General Responsibilities, Customer shall provide the following:
- 3.2.1 Customer Network Infrastructure design.
 - 3.2.2 Customer business requirements and technical requirements for the new design.
 - 3.2.3 Information on any constraints faced by Customer.
 - 3.2.4 Information on current and planned traffic characteristics.
- 3.3 **Network Infrastructure Implementation Plan Assistance and Network Infrastructure Implementation Plan Review Option.** In addition to the General Responsibilities, Customer shall provide the following:
- 3.3.1 Information on Network Infrastructure architecture (which may include remote sites and size of remote sites).
 - 3.3.2 Identify low risk and high risk areas of the Network based on their Network Infrastructure traffic.
 - 3.3.3 Information on Customer Implementation plan and deployment schedule.
 - 3.3.4 Maintenance window information and any other constraints.
 - 3.3.5 Information on Customer change control process.
- 3.4 **Network Infrastructure Remote Deployment Support and Network Infrastructure Implementation Plan Review Option.** In addition to the General Responsibilities, Customer shall provide the following:
- 3.4.1 Information on architecture (which may include remote sites and size of remote sites).
 - 3.4.2 Identify low risk and high risk areas of the Network based on their Network Infrastructure traffic.
 - 3.4.3 Information on Customer Implementation plan and deployment schedule.
 - 3.4.4 Maintenance window information and any other constraints.
 - 3.4.5 Information on Customer change control process.
 - 3.4.6 Contact information and customer escalation process.
 - 3.4.7 Review details of planned changes with Advanced Services Engineer.

- 3.5 **Network Infrastructure Software Strategy and Cisco Network Infrastructure Software Strategy Review Option.** In addition to the General Responsibilities, Customer shall provide the following:
- 3.5.1 Information on current releases running in the Network Infrastructure and current configuration templates.
 - 3.5.2 Information on Customer Business and technical requirements for new Software releases.
 - 3.5.3 Information on planned changes – new technology applications or major design changes (short term and long term).
 - 3.5.4 Information on Customer certification process and lab testing process.
 - 3.5.5 Information on Customer change control process.
- 3.6 **Network Infrastructure Remote Software Upgrade Support and Cisco Network Infrastructure Software Strategy Review Option.** In addition to the General Responsibilities, Customer shall provide the following:
- 3.6.1 Information on current releases running in the Network Infrastructure and current configuration templates.
 - 3.6.2 Information on Customer Business and technical requirements for new Software releases.
 - 3.6.3 Information on planned changes – new technology applications or major design changes (short term and long term).
 - 3.6.4 Information on Customer certification process and lab testing process.
 - 3.6.5 Information on Customer change control process.
 - 3.6.6 Contact information and customer escalation process.
 - 3.6.7 Review details of planned changes with Advanced Services Engineer.
- 3.7 **Network Infrastructure Performance Engineering and Optimization.** In addition to the General Responsibilities, Customer shall provide the following:
- 3.7.1 Information on any service level agreements or Network Infrastructure performance requirements.
 - 3.7.2 Information on critical applications supported by the Network Infrastructure.
 - 3.7.3 Information on expected Network growth, application mix changes.
 - 3.7.4 Data collection activities as needed to facilitate a specific Cisco analyses.

3.8 **Network Infrastructure Knowledge Transfer and Mentoring.** In addition to the General Responsibilities, Customer shall: (1) provide Cisco requirements on what topics they want us to cover and background information on the skill sets of the audience; and (2) ensure that facilities and equipment are available to host the TOI sessions

3.9 **Network Infrastructure Performance Audit Option.**

3.9.1 Ensure key networking and operational personnel are available to participate in interview sessions as required in support of selected audit.

3.9.2 Assessments and audits data collection support. Customer agrees to make its production, and if applicable, test network environment available for installation of Data Collection Tools. Ensure that Cisco has all relevant device information needed for the audits, including the required device lists.

3.9.3 Tools used for data collection, analysis and monitoring. Customer shall remain responsible for any damage to or loss or theft of the Data Collection Tools while in Customer's custody. Customer must immediately return Data Collection Tool(s) to Cisco as instructed by Cisco, upon the earlier of: (i) expiration or termination of the Exhibit or (ii) Cisco's request to Customer that the Data Collection Tools(s) be returned to Cisco.

4.0 **SERVICES NOT COVERED UNDER THIS EXHIBIT.**

4.1 Provision of Services for Network applications (for example, CDN, Public Voice, IP Packet Telephony, Broadband). Network applications are not covered under the Network Optimization Support, but can be purchased separately for an additional fee.

4.2 Any customization of, or labor to install, Software and Hardware (including installation of Updates).

4.3 Provision of Software Application Services. For purposes of this Exhibit, "Software Application Services" means non-resident/stand alone Software products which include Cisco's Network management Software, security Software and internet appliance Software and Software made available by Cisco's Customer Contact Business Unit ("CCBU") and includes but is not limited to the Software in the following product lines: Cisco ICM Software, Cisco Customer Interaction Suite Software, and other Software which Cisco designates as CCBU Software.

4.4 Furnishing of supplies, accessories or the replacement of expendable parts (e.g., cables, blower assemblies, power cords, and rack mounting kits).

4.5 Electrical or site work external to the Products.

- 4.6 Support or replacement of Product that is altered, modified, mishandled, destroyed or damaged by natural causes or damaged due to a negligent or willful act or omission by Customer or use by Customer other than as specified in the applicable Cisco-supplied documentation.
- 4.7 Services or software to resolve Software or Hardware problems resulting from third party product or causes beyond Cisco's control, or Customer's failure to perform its responsibilities under this Exhibit. Customer should contact their vendor directly to obtain information on acquiring releases and/or bug fixes related to such Software.
- 4.8 Services for non-Cisco Software installed on any Cisco Product.
- 4.9 Any Hardware or third party product upgrade required to run new or updated Software.
- 4.10 Additional Services are provided at the then-current time and materials rates.
- 4.11 Except as otherwise provided in this Exhibit, Software entitlement, including media, documentation, binary code, source code or access in electronic or other form is not provided. In addition, no right, use or license to Cisco's Software is conveyed under this Exhibit, and Customer acknowledges it will obtain no such rights hereunder.
- 4.12 Additional onsite visits and standby services beyond the number of visits/Events specified in the applicable service option, except upon Customer's written request and mutual agreement between Customer and Cisco at Cisco then-current travel and labor rates for such service on a time and material basis.

5.0 LICENSING.

In the event that Cisco provides Software hereunder (whether on a Data Collection Tool or otherwise), Cisco grants to Customer a nonexclusive and nontransferable license to use the Software, in object code form only, on the Data Collection Tool on which such Software is provided hereunder or, if no Data Collection is provided hereunder, on a single Hardware chassis, until the earlier of: (i) the expiration or termination of the Exhibit; or (ii) Cisco's request to Customer that the Data Collection Tool(s) be returned to Cisco. Customer shall have no right, and Customer specifically agrees not to: (a) rent, lease, distribute, sell, transfer or sublicense its license rights to any other person, or use the Software on unauthorized or secondhand Cisco equipment; (b) make error corrections to or otherwise modify or adapt the Software nor create derivative works based upon the Software, or to permit third parties to do the same; or (c) copy, in whole or in part Software or document (except for one backup copy), decompile, decrypt, reverse engineer, disassemble or otherwise reduce all or any portion of the Software to human-readable form. Cisco shall make available any interface information which the Customer's entitled under applicable law, upon written notice request and payment of Cisco's applicable fee.

6.0 EQUIPMENT LIST.

- 6.1 Product covered under this Exhibit is listed in the Equipment List(s), which may be revised by Customer's Purchase Order requesting such revisions and Cisco's acceptance thereof.

7.0 LIMITATIONS.

- 7.1 CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR DETERMINATION AND IMPLEMENTATION OF ITS NETWORK DESIGN REQUIREMENTS. IN NO EVENT SHALL CISCO BE LIABLE FOR (A) ANY DISCLOSURE OF THE CONTENTS OR OUTPUT OF PERFORMANCE ANALYSES, NETWORK OR OTHER REPORTS AND/OR DATA COLLECTION TOOLS BY CUSTOMER'S EMPLOYEE(S) OR THIRD PARTY(S); (B) THE SECURITY OF CUSTOMER'S NETWORK OR FOR ANY UNAUTHORIZED ACCESS TO SUCH NETWORK BY CUSTOMER'S EMPLOYEE(S), CONTRACTOR(S), OR THIRD PARTY(S); OR (C) THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN ANY DESIGN REPORT.
- 7.2 Customer hereby indemnifies Cisco for any damage to or loss or theft of Data Collection Tools while in Customer's custody. Customer must immediately return Data Collection Tool(s) to Cisco, as instructed by Cisco, upon the earlier of: (i) expiration or termination of this Exhibit; or (ii) Cisco's request to Customer that the Data Collection Tool(s) be returned to Cisco.

Amendment Number 03-21
Contract Number K97-MST-012
for
Intranet Routers and Server Switches

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number K97-MST-012, this Amendment 03-21 is entered into by and between the State of Washington, Department of Information Services ("DIS") and Cisco Systems, Inc. ("Contractor").

The purpose of this Amendment 03-21 is to add an additional subcontractor to perform product and service fulfillment duties for Contractor as set forth below.

Pursuant to Provision 44 (*Subcontractors*) DIS hereby approves the following fulfillment partner to Contractor as a subcontractor under this Master Contract through December 31, 2003:

Available for the University of Washington Purchases Only

NetVersant Washington
3849 1st Avenue South
Seattle, WA 98134

UBI# 601-880-772

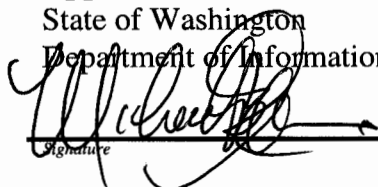
Contact: Heidi Leverton
Phone: 360 570-7207
Fax: 360 705-1664

All other provisions of Contract K97-MST-012, as previously amended, shall remain in full force and effect.

This Amendment 03-21 shall be effective as of the date signed by DIS.

Approved

State of Washington
Department of Information Services



Michael B. Emans

Print or Type Name

Assistant Director

Title

6/27/03

Date

Approved

Cisco Systems, Inc.



Signature

Rick Timmins

Print or Type Name

VP WW Sales Finance

Title

JUN 17 2003

Date

○ ○

AMENDMENT NUMBER 03-19
CONTRACT NUMBER K97-MST-012 FOR
INTRANET ROUTERS AND SERVER SWITCHES

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number K97-MST-012, this Amendment 03-19 is entered into by and between the State of Washington, Department of Information Services ("DIS") and Cisco Systems, Inc. ("Contractor").

1. Provision 7.2 (*Invoices and Payment*) is deleted in its entirety and replaced with the following:

Payments for Equipment shall be due within thirty (30) calendar days after the Acceptance Date, or thirty (30) calendar days after the invoice date, whichever is later. Payment for Services shall be due within thirty (30) days after the invoice date

2. Pursuant to Paragraph 40 (*Additional Services*), the following part number item has been added to Schedule A. A description of which has been added to the contract as Schedule E.

CON-NOS-1 – Network Optimization Services (NOS)

3. Pursuant to Provision 44 (*Subcontractors*) DIS hereby **approves** the following fulfillment partner to Contractor as a subcontractor under this Master Contract:

- a) Available in Western Washington for Education and Local Government Purchasers

Obsidian Technologies, Inc.
1565 Oak Street
Eugene, Oregon
Contact: David B. Markey, President
Phone: (541) 242-1000

UBI# 602 112 639

Fax: (541) 484-0135

4. Pursuant to Provision 44 (*Subcontractors*) DIS hereby **removes** the following fulfillment partner to Contractor as a subcontractor under this Master Contract effective March 31, 2003:

Verizon
1800 41st Street, WAO104SM
Everett, WA 98201
Contact: Don Franks
Phone: (425) 261-7811

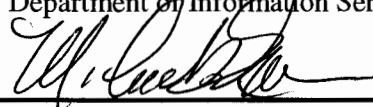
UBI# 313-013-420

Fax: (425) 261-7948

5. All other provisions of Contract K97-MST-012, as previously amended, shall remain in full force and effect.

Approved

State of Washington,
Department of Information Services



Signature

Michael B. Emans

Assistant Director

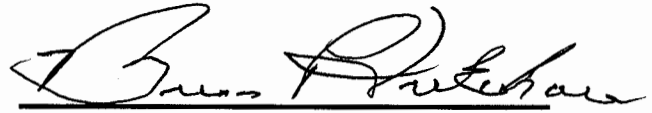
Title

4/8/03

Date

Approved

Cisco Systems, Inc.



Signature

BRIAN P. FUKUHARA

DIRECTOR OF FINANCE

Title

Date

MARCH 31, 2003

for Rick Timmins

VP WW Sales Finance

Schedule E

Network Optimization Services (NOS)

Description

Network Optimization Support

Network Optimization Support Exhibit is an Exhibit to the Master Services Agreement entered into by Cisco and Customer and is incorporated into the Master Services Agreement by this reference. This Exhibit is intended to supplement a current maintenance agreement for Cisco products and is only available where all Product(s) in Customer's Network is supported with a minimum of core services (SMARTnet and/or Software Application Services). All capitalized terms not defined below have the meaning ascribed thereto in the Master Services Agreement. In the event of a conflict between the terms of this Exhibit and the Master Services Agreement, the terms of this Exhibit shall govern.

1.0 DEFINITIONS.

- 1.1 **"Additional Services"** means installation of new Hardware, system additions, Hardware upgrades, or non-mandatory engineering changes.
- 1.2 **"Data Collection Tools"** means Hardware or Software tools that support the ability to provide troubleshooting on critical cases, data analysis and report generation capabilities.
- 1.3 **"Event"** means notification by Customer of its performance of a planned Network Hardware, Software, or configuration change.
- 1.4 **"Level 1"** means support which is defined as having the necessary technical staff with the appropriate skills to perform installations, remedial Hardware maintenance and basic Hardware and Software configurations on Cisco Product(s).
- 1.5 **"Level 2"** means support that is defined as having the necessary technical staff with the appropriate skills to perform isolation, replication and diagnosis of internetworking based problems on Cisco Product(s). Customer shall not report Software bugs to Cisco prior to attempting to identify the source of such bugs and testing in Customer's Network where appropriate. If the Customer cannot duplicate the bug in Customer's Network, Customer and Cisco shall cooperate in attempting to replicate and resolve related Software bugs in either Customer's or Cisco's test facility as mutually agreed. In all cases Customer will address Software bugs on a best effort basis to replicate same in Customer's Network and document activity to Cisco before seeking further resolve with Cisco's participation.
- 1.6 **"Network"** means a set of interconnected and inter-working Cisco supported Hardware and Software implemented, operated, and supported by a Customer from a single Network Operations Center ("NOC").
- 1.7 **"Network Infrastructure"** means Customer's core transport and aggregation Network technology (i.e., Metro Optical, ATM/FR, IP Core).

- 1.8 **“Network Infrastructure Size”** means the total value of Products in Network, based on the global list price of purchased Products.

2.0 **NETWORK OPTIMIZATION SUPPORT.** Cisco’s Network Optimization Support (“NOS”) consists of the provision of, at a minimum, Focused Engineering from those Focused Technical Support Services, selected by Customer, comprising Operations Management, Focused Engineering and High Touch Technical Support and the Services described below, which Cisco shall provide for the Customer’s Network Infrastructure during Standard Business Hours (unless stated otherwise). Cisco shall provide the following General Support provisions for all Services selected by Customer under NOS:

2.1 **General Support.**

- 2.1.1 Designate an engineer (“Advanced Services Engineer”) to act as the primary interface with Customer for its Network Infrastructure.
- A.1.2 Schedule with Customer, as mutually agreed, four quarterly visits per year to Customer’s site to review proactive deliverables and activities and to plan for next quarter, not to exceed eight (8) days, cumulatively. In the event Customer has ordered Focused Engineering Service, the two visits specified therein shall be inclusive of the four total visits described in this subsection. Additional visits will be mutually agreed at Cisco’s then-current travel and labor rates.
- 2.1.3 Schedule periodic conference calls (usually weekly) to review Customer’s Network Infrastructure status, planning and the Services being provided.
- 2.1.4 Establish a Customer-specific Cisco email alias to facilitate communication with Cisco Advanced Services Engineers.
- 2.1.5 Provide certain Data Collection Tools that Cisco identifies as appropriate for Network Infrastructure data collection during the Term of the Services, provided that all fees due and owing to Cisco under this Appendix have been paid. Data Collection Tools may or may not include Hardware or Software. Customer acknowledges that Cisco shall retain full right, title and interest to the Data Collection Tools. In addition to Cisco provided tools, the Advanced Services Engineer may utilize Customer provided data, scripts or internal tools to assist in collecting data from the Customer Network.

2.2 **Network Infrastructure Design Assistance.**

- 2.2.1 Consult with Customer networking staff in a series of face-to-face and remotely conducted meetings to develop a thorough understanding of Customer Network Infrastructure design requirements, with a focus on

concerns such as resiliency, self-recovery, scalability, and ability to handled increased traffic demands and QoS.

2.2.2 Provide Network Infrastructure design review that may include, amongst other information, the following:

- Review of Customer's design requirements, priorities, and goals
- Analysis of impact of new requirements on existing Network Infrastructure
- Review of Network Infrastructure architecture and topology
- Review of protocol selection and configuration
- Review of feature selection and configuration
- Report describing design review with recommendations

The number of design reviews will vary depending on the size of Customer Network Infrastructure and Network expansion plans and shall be limited to the amount shown below:

Network Infrastructure Size	Design Reviews
<\$40M	2
\$40M-\$80M	3
>\$80M	4

2.2.3 Provide ongoing, informal Network Infrastructure design and architecture consultation.

2.3 **Network Infrastructure Implementation Plan Assistance.**

2.3.1 Evaluate and understand Customer's implementation and deployment plan through a series of remotely conducted meetings and interviews with Customer's staff. Cisco will review deployment plan, identify possible Network disruption and provide sample configurations that Customer can leverage to determine if devices in Customer's Network Infrastructure are properly configured to support intended services

2.3.2 Provide Network Infrastructure implementation plan review that may include, amongst other information, the following:

- Review and analysis of Customers' Network Infrastructure deployment plan and integration into existing Network Infrastructure
- Review of proposed configuration templates
- Review of turn-up test plan
- Analysis of any changes that Network operations staff should be alerted to
- Report on recommendations.

The number of implementation plan reviews will vary depending on the size of Customer Network Infrastructure and Network expansion plans and shall be limited to the amount shown below:

Network Infrastructure Size	Implementation Plan Reviews
<\$40M	2
\$40M-\$80M	3
>\$80M	4

- 2.3.3 Provide ongoing, informal Hardware and configuration change impact analyses, reviews, and recommendations. The number of monthly change impact reviews will vary depending on the size of Customer Network Infrastructure and Network expansion plans and shall be limited to the amount shown below:

Network Infrastructure Size	Change Impact Review (Monthly)
\$10-\$40M	2
\$40-\$80M	3
>\$80M	4

- 2.4 **Network Infrastructure Remote Deployment Support.** Provide Customer with remote resource for problems with Network Infrastructure Hardware and configurations during a major deployment into a live Network. Cisco will make available, upon receipt of not less than twenty-one (21) days prior written request by Customer to Cisco, a designated support contact that can accept trouble calls on a 24-hour 7-day standby basis to remotely assist Customer in major Network service changes (for example, major Hardware upgrade(s), major site installation(s) and major configuration changes). Customer agrees to submit a detailed request and schedule to Cisco prior to any such activity. The number of Events and total aggregate standby time will vary depending on the size of Customer Network Infrastructure and Network activity and will be limited in any one-month period for all Hardware, configuration, and Software Events combined as shown below. (Note: Software Events are covered under Network Infrastructure Remote Software Upgrade Support)

Network Infrastructure Size	Total Number of H/W, S/W and Config. Events Combined (Monthly)	Total Aggregate Standby Time (Hourly)
<\$40M	2	16
\$40M-\$80M	3	20
>\$80M	4	24

2.5 **Cisco Network Infrastructure Software Strategy.**

- 2.5.1 Provide Software strategy assessment(s), based on Customer's ongoing functional and technical Network Infrastructure requirements. Each assessment typically includes, amongst other information, the following:

- Review of Customer's feature requirements and performance/availability objectives

- Review of new Software feature releases (Cisco IOS®, other Cisco OS Software, and Cisco micro-code) with respect to Customer business goals
- Software strategy report that includes a risk analysis report outlining the recommended releases of Software for Network Infrastructure environment and the potential risks associated with running these releases
- Review of Customer's Software verification test plan and report on recommended changes
- Assist in the preparation and review of Customer's Software migration plan

2.5.2 Provide ongoing, informal Software impact analysis, review, and recommendations.

2.5.3 Provide proactive critical bug notification for the recommended Software on key Network Infrastructure components.

2.5.4 The number of monthly Software impact analysis reviews, assessments and frequency of proactive bug notifications will vary depending on the size of Customer Network Infrastructure and Network activity and shall be limited to the amount shown below:

Network Infrastructure Size	Assessments (yearly) (Section 2.7.1)	Software Impact Analysis (Section 2.7.2)	Proactive Bug Reports (Section 2.7.3)
<\$10M	1	6/yr.	Monthly
\$10M-\$40M	2	1/mo.	Weekly
\$40M-\$80M	2	2/mo.	Weekly
\$80M-\$160M	2	3/mo.	Weekly
>\$160M	2	4/mo.	Weekly

2.6 **Network Infrastructure Remote Software Upgrade Support.** Provides Customers with remote resource for problems with Network Infrastructure Software during major upgrades on a live Network. Cisco will make available, upon receipt of not less than twenty-one (21) days prior written request by Customer to Cisco, a designated support contact that can accept trouble calls on a 24-hour 7-day a week standby basis to remotely assist Customer in major Software upgrades. Customer agrees to submit a detailed request and schedule to Cisco prior to any such activity. The number of Events and total aggregate standby time will vary depending on the size of Customer Network Infrastructure and Network activity and will be limited in any one-month period for all Hardware, configuration, and Software Events combined as shown below. (Note – Hardware and configuration Events are covered under Network Infrastructure Remote Deployment Support).

Network Infrastructure Size	Total Number of H/W, S/W and Config. Events Combined	Total Aggregate Standby Time (Hourly)
<\$10M	6/yr.	8
\$10M-\$40M	2/mo.	16
\$40M-\$80M	3/mo.	20
>\$80M	4/mo.	24

2.7 Network Infrastructure Performance Engineering and Optimization.

2.7.1 Provide a performance analysis on Network Infrastructure to identify potential performance and optimization issues and review validity of key device configurations in the context of new traffic patterns or changes in Network size that are planned or have been implemented by Customer. Such performance analysis typically includes, amongst other information, the following:

- Collection of key performance data
- Identification of exception reports
- Analysis of key device configurations
- Analysis of resource utilization
- Assist Customer to define Network-specific performance criteria
- Report on performance optimization recommendations such as system tuning and protocol optimization changes

The number of performance analyses will vary depending on the size of Customer Network Infrastructure and Network expansion plans and shall be limited to the amount shown below:

Network Infrastructure Size	Performance Analyses
<\$40M	4
\$40M-\$80M	5
>\$80M	6

2.7.2 Perform ongoing, informal performance tuning checks for Network Infrastructure

2.8 **Network Infrastructure Knowledge Transfer and Mentoring.** Provide annually up to four technical update meetings with Customer staff each with duration of up to four (4) hours. These meetings shall be conducted at the Customer site by Designated Engineer or another senior Cisco engineer with a view to providing a technical update training on a topic that is mutually agreed upon and relevant to the Products and Cisco technologies existing on Customer's Network Infrastructure. These meetings are usually held in conjunction with the four quarterly review meetings per year.

C. NETWORK OPTIMIZATION SUPPORT SERVICE OPTIONS. The following service options are available under the NOS program and are not included as part of the NOS baseline Service offering:

2.11 **Network Infrastructure Performance Audit Option.** Under this option, available under NOS or as a stand alone Service offering, Cisco shall provide the following Services during Standard Business Hours, unless stated otherwise:

2.11.1 Provide one (1) Network Infrastructure Performance Audit as selected by Customer out of those currently available from Cisco and identified by Cisco from time to time. The audit typically includes, amongst other information, the following:

- Performance report at node and interface level
- Configuration report: protocol, node and interface
- Software report including conflicts and inconsistencies
- Hardware report including conflicts and inconsistencies: HW versions, firmware version, micro-code version, board revisions

2.11.2 Provide detailed recommendations, with a view towards optimizing Network Infrastructure stability.

2.12 **Network Infrastructure Design Review Option.** Customer must have **Network Infrastructure Design Assistance** across its Network Infrastructure in order to the purchase the Network Infrastructure Design Review described in this section. Under this option, Cisco shall provide Services during Standard Business Hours, unless stated otherwise. Cisco shall perform one (1) Network Infrastructure design review that typically includes, amongst other information, the following:

- Review of design requirements, priorities, and goals
- Analysis of impact of new requirements on existing infrastructure
- Review of Network Infrastructure architecture & topology
- Review of protocols selection and configuration
- Review of features selection and configuration
- Report describing design review with recommendations

2.13 **Network Infrastructure Implementation Plan Review Option.** Customer must have **Network Infrastructure Implementation Plan Assistance** across its Network Infrastructure in order to the purchase the Network Infrastructure Implementation Plan Review described in this section. Under this option, Cisco shall provide the following Services during Standard Business Hours, unless stated otherwise:

2.13.1 Perform one (1) implementation plan review that typically includes, amongst other information, the following:

- Review and analysis of Network Infrastructure deployment plan and integration into existing Network Infrastructure
- Review of proposed sample configurations
- Review of turn-up test plan
- Analysis of any changes that Network operations staff should be alerted to
- Report on recommendations.

2.13.2 Provide Customer with remote deployment support for up to three (3) months from completion of report provided under this option. Cisco will make available, upon receipt of not less than twenty-one (21) days prior written request by Customer to Cisco, a designated support contact that can accept trouble calls on a 24-hour 7-day standby basis to remotely assist Customer in major Network service changes (for example, major Hardware upgrade(s), major site installation(s) and major configuration changes). Customer agrees to submit a detailed request and schedule to Cisco prior to any such activity. Such request for assistance shall be limited one (1) Event with a total standby time of eight (8) hours in any one-month period.

2.14 **Network Infrastructure Software Strategy Review Option.** Customer must have **Network Infrastructure Software Strategy** across its Network in order to purchase the Network Infrastructure Software Strategy Review described in this section. Under this option, Cisco shall provide the following Services during Standard Business Hours, unless stated otherwise:

2.14.1 Perform one (1) Software strategy assessment that typically includes, amongst other information, the following:

- Review of feature requirements and performance/availability objectives
- Review of new Software feature releases (Cisco IOS®, other Cisco OS Software, and Cisco micro-code) with respect to Customer business goals
- Report recommending set of Software for Customer networking environment
- Review of Software test plan and report on recommended changes
- Assist in the preparation and review of Software migration plan.

2.14.2 Provide Customer with remote deployment support for up to three (3) months from completion of report provided under this option. Cisco will make available, upon receipt of not less than twenty-one (21) days prior written request by Customer to Cisco, a designated support contact that can accept trouble calls on a 24-hour 7-day a week standby basis to remotely assist Customer in major Software upgrades. Customer agrees to submit a detailed request and schedule to Cisco prior to any such activity. Such request for assistance shall be limited one (1) Event with a total standby time of eight (8) hours in any one-month period.

3.0 SERVICE RESPONSIBILITIES OF CUSTOMERS. Customer will meet the obligations below for the applicable Services ordered.

A. NETWORK OPTIMIZATION SUPPORT. Customer shall provide the following General Responsibilities for all Services selected by Customer under NOS baseline Service offering:

3.1 General Responsibilities

- 3.1.1 Designate at least two (2) but not more than six (6) technical representatives, who must be Customer's employees in a centralized Network support center (Customer's technical assistance center), to act as the primary technical interface to the Advanced Services Engineer. Customer will designate as contacts senior engineers with the authority to make any necessary changes to the Network configuration. One individual, who is a senior member of management or technical staff, will be designated as Customer's primary point of contact to manage the implementation of services under this Exhibit (e.g., chair the weekly conference calls, assist with prioritization of projects and activities).
- 3.1.2 Within one (1) year from the commencement of this Exhibit, Customer will have at least one (1) Cisco Certified Internetworking Expert ("CCIE") trained employee or one (1) employee that have achieved, in Cisco's sole determination, an equal standard through training and experience as designated contacts.
- 3.1.3 Customer's technical assistance center shall maintain centralized network management for its Network supported under this Exhibit, capable of providing Level 1 and Level 2 support.
- 3.1.4 Provide reasonable electronic access to Customer's Network to allow the Advanced Services Engineer to provide support.
- 3.1.5 If Cisco provides Data Collection Tools or scripts located at Customer's site, Customer shall ensure that such Data Collection Tools or scripts are located in a secure area, within a Network environment protected within a firewall and on a secure LAN, under lock and key and with access restricted to those Customer employee(s) or contractor(s) who have a need to access the Data Collection Tools and/or a need to know the contents of the output of Data Collection Tools. In the event Data Collection Tool provided by Cisco is Software, Customer agrees to make appropriate computers available and download Software as needed.
- 3.1.6 Provide a Network topology map, configuration information, and information of new features being implemented as needed.
- 3.1.7 Notify Advanced Services Engineer of any major Network changes (e.g., topology, configuration, new IOS releases.).
- 3.1.8 In the event the Network composition is altered, after this Exhibit is in effect, Customer is responsible to notify Cisco in writing within ten days (10) of the change. Cisco may require modifications to the fee if the Network composition has increased beyond the original pricing quote for Services.
- 3.1.9 Create and manage an internal email alias for communication with Advances Services Engineer.

- 3.2 **Network Infrastructure Design Assistance and Network Infrastructure Design Review Option.** In addition to the General Responsibilities, Customer shall provide the following:
- 3.2.1 Customer Network Infrastructure design.
 - 3.2.2 Customer business requirements and technical requirements for the new design.
 - 3.2.3 Information on any constraints faced by Customer.
 - 3.2.4 Information on current and planned traffic characteristics.
- 3.3 **Network Infrastructure Implementation Plan Assistance and Network Infrastructure Implementation Plan Review Option.** In addition to the General Responsibilities, Customer shall provide the following:
- 3.3.1 Information on Network Infrastructure architecture (which may include remote sites and size of remote sites).
 - 3.3.2 Identify low risk and high risk areas of the Network based on their Network Infrastructure traffic.
 - 3.3.3 Information on Customer Implementation plan and deployment schedule.
 - 3.3.4 Maintenance window information and any other constraints.
 - 3.3.5 Information on Customer change control process.
- 3.4 **Network Infrastructure Remote Deployment Support and Network Infrastructure Implementation Plan Review Option.** In addition to the General Responsibilities, Customer shall provide the following:
- 3.4.1 Information on architecture (which may include remote sites and size of remote sites).
 - 3.4.2 Identify low risk and high risk areas of the Network based on their Network Infrastructure traffic.
 - 3.4.3 Information on Customer Implementation plan and deployment schedule.
 - 3.4.4 Maintenance window information and any other constraints.
 - 3.4.5 Information on Customer change control process.
 - 3.4.6 Contact information and customer escalation process.
 - 3.4.7 Review details of planned changes with Advanced Services Engineer.

- 3.5 **Network Infrastructure Software Strategy and Cisco Network Infrastructure Software Strategy Review Option.** In addition to the General Responsibilities, Customer shall provide the following:
- 3.5.1 Information on current releases running in the Network Infrastructure and current configuration templates.
 - 3.5.2 Information on Customer Business and technical requirements for new Software releases.
 - 3.5.3 Information on planned changes – new technology applications or major design changes (short term and long term).
 - 3.5.4 Information on Customer certification process and lab testing process.
 - 3.5.5 Information on Customer change control process.
- 3.6 **Network Infrastructure Remote Software Upgrade Support and Cisco Network Infrastructure Software Strategy Review Option.** In addition to the General Responsibilities, Customer shall provide the following:
- 3.6.1 Information on current releases running in the Network Infrastructure and current configuration templates.
 - 3.6.2 Information on Customer Business and technical requirements for new Software releases.
 - 3.6.3 Information on planned changes – new technology applications or major design changes (short term and long term).
 - 3.6.4 Information on Customer certification process and lab testing process.
 - 3.6.5 Information on Customer change control process.
 - 3.6.6 Contact information and customer escalation process.
 - 3.6.7 Review details of planned changes with Advanced Services Engineer.
- 3.7 **Network Infrastructure Performance Engineering and Optimization.** In addition to the General Responsibilities, Customer shall provide the following:
- 3.7.1 Information on any service level agreements or Network Infrastructure performance requirements.
 - 3.7.2 Information on critical applications supported by the Network Infrastructure.
 - 3.7.3 Information on expected Network growth, application mix changes.
 - 3.7.4 Data collection activities as needed to facilitate a specific Cisco analyses.

3.8 **Network Infrastructure Knowledge Transfer and Mentoring.** In addition to the General Responsibilities, Customer shall: (1) provide Cisco requirements on what topics they want us to cover and background information on the skill sets of the audience; and (2) ensure that facilities and equipment are available to host the TOI sessions

3.9 **Network Infrastructure Performance Audit Option.**

3.9.1 Ensure key networking and operational personnel are available to participate in interview sessions as required in support of selected audit.

3.9.2 Assessments and audits data collection support. Customer agrees to make its production, and if applicable, test network environment available for installation of Data Collection Tools. Ensure that Cisco has all relevant device information needed for the audits, including the required device lists.

3.9.3 Tools used for data collection, analysis and monitoring. Customer shall remain responsible for any damage to or loss or theft of the Data Collection Tools while in Customer's custody. Customer must immediately return Data Collection Tool(s) to Cisco as instructed by Cisco, upon the earlier of: (i) expiration or termination of the Exhibit or (ii) Cisco's request to Customer that the Data Collection Tools(s) be returned to Cisco.

4.0 **SERVICES NOT COVERED UNDER THIS EXHIBIT.**

4.1 Provision of Services for Network applications (for example, CDN, Public Voice, IP Packet Telephony, Broadband). Network applications are not covered under the Network Optimization Support, but can be purchased separately for an additional fee.

4.2 Any customization of, or labor to install, Software and Hardware (including installation of Updates).

4.3 Provision of Software Application Services. For purposes of this Exhibit, "Software Application Services" means non-resident/stand alone Software products which include Cisco's Network management Software, security Software and internet appliance Software and Software made available by Cisco's Customer Contact Business Unit ("CCBU") and includes but is not limited to the Software in the following product lines: Cisco ICM Software, Cisco Customer Interaction Suite Software, and other Software which Cisco designates as CCBU Software.

4.4 Furnishing of supplies, accessories or the replacement of expendable parts (e.g., cables, blower assemblies, power cords, and rack mounting kits).

4.5 Electrical or site work external to the Products.

- 4.6 Support or replacement of Product that is altered, modified, mishandled, destroyed or damaged by natural causes or damaged due to a negligent or willful act or omission by Customer or use by Customer other than as specified in the applicable Cisco-supplied documentation.
- 4.7 Services or software to resolve Software or Hardware problems resulting from third party product or causes beyond Cisco's control, or Customer's failure to perform its responsibilities under this Exhibit. Customer should contact their vendor directly to obtain information on acquiring releases and/or bug fixes related to such Software.
- 4.8 Services for non-Cisco Software installed on any Cisco Product.
- 4.9 Any Hardware or third party product upgrade required to run new or updated Software.
- 4.10 Additional Services are provided at the then-current time and materials rates.
- 4.11 Except as otherwise provided in this Exhibit, Software entitlement, including media, documentation, binary code, source code or access in electronic or other form is not provided. In addition, no right, use or license to Cisco's Software is conveyed under this Exhibit, and Customer acknowledges it will obtain no such rights hereunder.
- 4.12 Additional onsite visits and standby services beyond the number of visits/Events specified in the applicable service option, except upon Customer's written request and mutual agreement between Customer and Cisco at Cisco then-current travel and labor rates for such service on a time and material basis.

5.0 LICENSING.

In the event that Cisco provides Software hereunder (whether on a Data Collection Tool or otherwise), Cisco grants to Customer a nonexclusive and nontransferable license to use the Software, in object code form only, on the Data Collection Tool on which such Software is provided hereunder or, if no Data Collection is provided hereunder, on a single Hardware chassis, until the earlier of: (i) the expiration or termination of the Exhibit; or (ii) Cisco's request to Customer that the Data Collection Tool(s) be returned to Cisco. Customer shall have no right, and Customer specifically agrees not to: (a) rent, lease, distribute, sell, transfer or sublicense its license rights to any other person, or use the Software on unauthorized or secondhand Cisco equipment; (b) make error corrections to or otherwise modify or adapt the Software nor create derivative works based upon the Software, or to permit third parties to do the same; or (c) copy, in whole or in part Software or document (except for one backup copy), decompile, decrypt, reverse engineer, disassemble or otherwise reduce all or any portion of the Software to human-readable form. Cisco shall make available any interface information which the Customer's entitled under applicable law, upon written notice request and payment of Cisco's applicable fee.

6.0 EQUIPMENT LIST.

- 6.1 Product covered under this Exhibit is listed in the Equipment List(s), which may be revised by Customer's Purchase Order requesting such revisions and Cisco's acceptance thereof.

7.0 LIMITATIONS.

- 7.1 CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR DETERMINATION AND IMPLEMENTATION OF ITS NETWORK DESIGN REQUIREMENTS. IN NO EVENT SHALL CISCO BE LIABLE FOR (A) ANY DISCLOSURE OF THE CONTENTS OR OUTPUT OF PERFORMANCE ANALYSES, NETWORK OR OTHER REPORTS AND/OR DATA COLLECTION TOOLS BY CUSTOMER'S EMPLOYEE(S) OR THIRD PARTY(S); (B) THE SECURITY OF CUSTOMER'S NETWORK OR FOR ANY UNAUTHORIZED ACCESS TO SUCH NETWORK BY CUSTOMER'S EMPLOYEE(S), CONTRACTOR(S), OR THIRD PARTY(S); OR (C) THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN ANY DESIGN REPORT.
- 7.2 Customer hereby indemnifies Cisco for any damage to or loss or theft of Data Collection Tools while in Customer's custody. Customer must immediately return Data Collection Tool(s) to Cisco, as instructed by Cisco, upon the earlier of: (i) expiration or termination of this Exhibit; or (ii) Cisco's request to Customer that the Data Collection Tool(s) be returned to Cisco.

Amendment Number 03-18
Contract Number K97-MST-012
for
Intranet Routers and Server Switches

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number K97-MST-012, this Amendment 03-18 is entered into by and between the State of Washington, Department of Information Services ("DIS") and Cisco Systems, Inc. ("Contractor").

1. Pursuant to Provision 44 (*Subcontractors*) DIS hereby approves the following fulfillment partners to Contractor as subcontractors under this Master Contract:

- a) Available in Western Washington for Education Purchasers

Obsidian Technologies, Inc.
1565 Oak Street
Eugene, Oregon

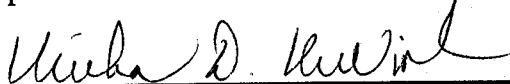
UBI# 602 112 639

Contact:
David B. Markey, President
Phone: (541) 242-1000
Fax: (541) 484-0135

All other provisions of Contract K97-MST-012, as previously amended, shall remain in full force and effect.

Approved

State of Washington,
Department of Information Services


Signature

Michael D. McVicker

Assistant Director

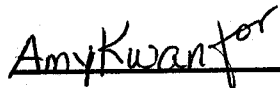
Title

11/6/02
Date

Approved

Cisco Systems, Inc.


Signature

 Rick Timmins

VP WW Sales Finance

Title

10/31/02
Date

Amendment 03-17
to
K97-MST-012
Intranet Routers and Server Switches

In accordance with Section 41 (*Authority for Modifications and Amendments*) of Master Contract Number K97-MST-012 (the "Contract"), this Amendment 03-17 ("Amendment") is entered into by and between the Department of Information Services ("DIS"), an agency of Washington State government, and Cisco Systems, Inc., ("Contractor" or "Cisco").

DIS and Contractor agree to amend the Contract as follows:

1. Paragraph 1 of Amendment 00-08, amending the definition of "Acceptance Date" as found in Provision 1 (*Definitions*) of the Contract, is hereby amended so that the definition of "Acceptance Date" is deleted and replaced by the following:

"Acceptance Date" for Equipment shall mean the date of delivery of the Equipment. In absence of evidence to the contrary, the Acceptance Date shall be deemed to be the third (3rd) day after the date of shipment.

2. Pursuant to Provision 2 (*Term*) and Subsection 2.3, added by Amendment 00-08 to the Contract, the term of the Contract is extended through December 31, 2003.
3. In Provision 11 (*Contractor Installation and Set-up*), a new subsection 11.6 is added as follows:

11.6 Contractor shall designate specific fulfillment partners who will be authorized to provide additional maintenance and installation services. Purchasers may purchase such additional services under this Contract only from the fulfillment partners so authorized by Contractor.

4. Paragraph 2 of Amendment 99-06, is deleted in its entirety and replaced with the following:

Pursuant to Paragraph 40 (*Additional Services and Equipment*), additional maintenance and installation services to be provided by fulfillment partner Qwest, as set forth in Attachment A to this Amendment, are hereby added to Schedule A (*Price List*) of the Contract. These services contain "Q" within their part number and "Qwest" with their product description and are available *only* from fulfillment partner Qwest Communications (aka Qwest Enterprise).

Other fulfillment partners, agreed to by DIS and Contractor via amendment, may also be authorized to provide additional maintenance and installation services. When authorized, such additional services will be given unique part numbers and added to the Price List. If a fulfillment partner sells other services that are not listed with a unique part number on the Price List, then such services are not purchased under this Contract and cannot be represented as being sold under this Master Contract K97-MST-012.

5. Provision 61 (*Master Contract Activity Reporting*) is deleted in its entirety and replaced with the following:

61. Master Contract Activity Reporting

- 61.1. Contractor shall submit to the DIS Contract Administrator a quarterly Activity Report of all Equipment and Related Services purchases made pursuant to this Master Contract. The report must identify:

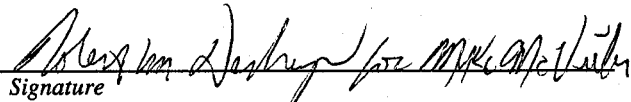
- a) This Master Contract number, K97-MST-012;
- b) Each Purchaser making purchases during that quarter, separated into K-20 Purchasers and all other Purchasers;
- c) The total invoice price, excluding sales tax for each Purchaser;

- d) The sum of all invoice prices, excluding sales tax, for all K-20 Purchasers;
 - e) The sum of all invoice prices, excluding sales tax, for all other Purchasers; and
 - f) The DIS Master Contract Administration Fee.
- 61.2. This report and the DIS Master Contract Administration Fee must be submitted by the 15th calendar day of March, June, September and December for the three month period preceding the month in which Contractor reports. Contractor shall submit this report according to the layout specified by the DIS Contract Administrator.
- 61.3. This report may be corrected or modified by the DIS Contract Administrator with subsequent written notice to Contractor.
- 61.4. Quarterly reports are required even if no activity occurred.
6. Schedule A - *Authorized Equipment and Price List* is hereby amended to include the hardware, licensed Software, documentation, supplies, accessories and other commodities related to any of the foregoing, listed on Cisco's then current published Price List (collectively "Products").
- a) The Product discount for State and Local Government shall be 32% and all Product purchases shall include one (1) year of SMARTnet, 8x5xNBD Service as part of the purchase price. Purchasers who wish to upgrade their included SMARTnet Service to 7x24 may do so by paying only the difference in price, i.e. with a credit for the 8x5xNBD amount of the price.
 - b) The Product discount for Education shall be 35% and all Product purchases shall include one (1) year of SMARTnet, 8x5xNBD Service as part of the purchase price. Purchasers who wish to upgrade their included SMARTnet Service to 7x24 may do so by paying only the difference in price, i.e. with a credit for the 8x5xNBD amount of the price.
7. The process for updating and amending the Price List will now be as follows:
- a) Pricing and other changes for additional maintenance and installation Services being provided by a fulfillment partner will be provided by Contractor to the TSD Contract Administrator and added to the Contract by amendment;
 - b) All other pricing is based on the above-stated discounts from the prices on Contractor's posted retail price list. Contractor has sole control over its retail prices; the discounts are fixed and can be changed only through signed amendment to the Contract;
 - c) DIS and Purchasers will access Contractor's retail price list through a link on DIS' TechMall, where the Contract is posted. Contractor shall provide DIS with logon ids, passwords, or whatever else is necessary to ensure access to its price list.

All other provisions, terms and conditions of the Contract, as previously amended, shall remain in full force and effect.

APPROVED

State of Washington
Department of Information Services


Signature

Michael D. McVicker

Print or Type Name

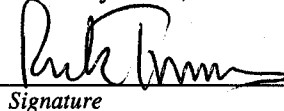
Assistant Director

Title

9/16/02
Date

APPROVED

Cisco Systems, Inc.


Signature

Rick Timmins

Print or Type Name

VP WW Sales Final

Title

SEP 11 2002

Date

**Amendment 02-16
K97-MST-012
Intranet Routers and Server Switches**

In accordance with Section 41 ("Authority for Modifications and Amendments") of Master Contract Number K97-MST-012 (the "Contract"), this amendment ("Amendment 02-16") by and between the State of Washington acting through the Department of Information Services, an agency of Washington State government ("State"), and Cisco Systems, Inc., ("Contractor").

State and Contractor agree to amend the Contract as follows:

1. State and Contractor hereby agree to add the equipment listed at the prices and discount percentages as set forth in Exhibit A dated April 10, 2002, attached hereto and incorporated by this reference, to Schedule A – Price List.
2. This amendment shall be effective as of April 10, 2002.

All other provisions, terms and conditions of the Contract, as previously amended, shall remain in full force and effect.

APPROVED

State of Washington
Department of Information Services



Signature

John D. Flanagan

Manager, Contracts & Acquisitions 4-16-02

Title

Date

APPROVED

Cisco Systems, Inc.



Signature

Rick Timmins

Print or Type Name

Vice President Worldwide Sales Finance

Title

Date

APR 12 2002

Amendment 02-15
K97-MST-012
Intranet Routers and Server Switches

In accordance with Section 41 ("Authority for Modifications and Amendments") of Master Contract Number K97-MST-012 (the "Contract"), this amendment ("Amendment 02-15") by and between the State of Washington acting through the Department of Information Services, an agency of Washington State government ("State"), and Cisco Systems, Inc., ("Contractor") and is effective as of the date specified herein as the effective date (the "Effective Date").

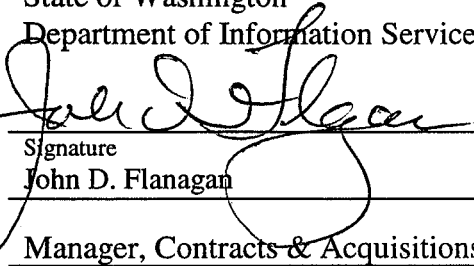
State and Contractor agree to amend the Contract as follows:

1. State and Contractor hereby agree to add the equipment listed at the prices and discount percentages as set forth in Exhibit 1 dated November 30, 2001, attached hereto and incorporated by this reference, to Schedule A - Price List.
2. This Amendment may be executed by any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A facsimile copy of this Amendment, including the signature pages, will be deemed to be an original.
3. The Effective Date of this amendment shall be November 30, 2001, regardless of the date executed.

All other provisions, terms and conditions of the Contract, as previously amended, shall remain in full force and effect.

APPROVED

State of Washington
Department of Information Services



Signature

John D. Flanagan

Manager, Contracts & Acquisitions

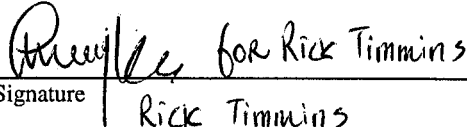
Title

Date

12/27/01

APPROVED

Cisco Systems, Inc.



Signature

Rick Timmins

Print or Type Name

Vice President, Worldwide Sales Finance

Title

Date

Amendment Number 02-14
Contract Number K97-MST-012

for
Intranet Routers and Server Switches

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number K97-MST-012, this Amendment 02-14 is entered into by and between the State of Washington, Department of Information Services ("DIS") and Cisco Systems, Inc. ("Contractor").

1. Pursuant to Provision 44 (*Subcontractors*) DIS hereby approves the following fulfillment partners to Contractor as subcontractors under this Master Contract:

a) Available in Eastern Washington for Education Purchasers.

Ednetics
510 Clearwater Loop, Suite 2
Post Falls, Idaho

UBI# 602 127 359

Contact:
Shawn Swanby, President
Phone: (208) 777-4709
Fax: (208) 777-4708

b) Available Statewide for Education and Local Government Purchasers.

NEC BNS
16300 Christensen Road, Suite 130
Seattle, WA 98188

UBI# 578 061 816

jbjorkland@necbns.com

Contact:
Joe Bjorkland, Regional Manager
Phone: (206) 835-7956
Fax: (206) 241-9366

- c) Avnet Enterprise Solutions, d/b/a Avnet ESD, previously known as Kent Datacomm, and previously approved as a fulfillment partner, is hereby approved with expanded capability and is available Statewide for State and Local Government and Education Purchasers.**
- d) The following sub contractor is hereby removed, and no longer available in Western Washington/Seattle Metropolitan area for Local Government and Education Purchasers:**

SBC DataComm
3326 160th Ave SE, Suite 100

UBI # 601 957 454

Amendment 02-13
K97-MST-012
Intranet Routers and Server Switches

In accordance with Section 41 ("Authority for Modifications and Amendments") of Contract Number T98-MST-012 (the "Contract"), this amendment ("Amendment 02-13") by and between the State of Washington acting through the Department of Information Services, an agency of Washington State government ("State"), and Cisco Systems, Inc., ("Contractor") and is effective as of the date specified herein as the effective date (the "Effective Date").

State and Contractor agree to amend the Contract as follows:

1. State and Contractor hereby agree to add the equipment listed in Exhibit 1 (Refurbished Cisco Network Equipment), attached hereto and incorporated by this reference, to Schedule A for one time purchase by the Department of Information Services only.
2. The parties agree that order fulfillment and installation shall be completed by Contractor's subcontractor Qwest Corporation.
3. This Amendment may be executed by any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A facsimile copy of this Amendment, including the signature pages, will be deemed to be an original.
4. The Effective Date of this amendment shall be October 22, 2001, regardless of the date executed.

All other provisions, terms and conditions of the Contract, as previously amended, shall remain in full force and effect.

APPROVED

State of Washington
Department of Information Services

Signature

John D. Flanagan

Manager, Contracts & Acquisitions

Title

Date

12-27-01

APPROVED

Cisco Systems, Inc.

Signature

Print or Type Name

Title

Date

12/11/01

State of Washington
Department of Information Services

K97-MST-012
Amendment 02-13

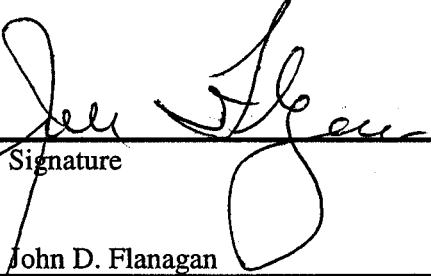
Amendment Number 02-12
Contract Number K97-MST-012
for
Intranet Routers and Server Switches

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number K97-MST-012, this Amendment 02-12 is entered into by and between the State of Washington, Department of Information Services ("DIS") and Cisco Systems, Inc. ("Contractor").

The parties hereby agree to amend the Master Contract *Price List* (Schedule A) as per Provision 4 (*Pricing*) Schedule A is updated to reflect costs associated with the Equipment and Maintenance provided under the Contract. This updated Schedule A is dated August 24, 2001.

All other provisions of Contract K97-MST-012, as previously amended, shall remain in full force and effect.

Approved
State of Washington,
Department of Information Services



Signature

John D. Flanagan

Print or Type Name

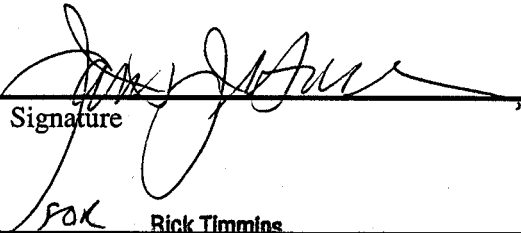
Manager, Contracts & Acquisitions

Title

Date

12/20/01

Approved
Cisco Systems, Inc.



Signature

Rick Timmins

Print or Type Name

VP WW Sales Finance

Title

Date

12/11/01

Amendment Number 02-11
Contract Number K97-MST-012

for
Intranet Routers and Server Switches

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number K97-MST-012, this Amendment 02-11 is entered into by and between the State of Washington, Department of Information Services ("DIS") and Cisco Systems, Inc. ("Contractor").

The purpose of this Amendment 02-11 is to update part numbers as listed on Schedule A.

1. Pursuant to Paragraph 40 (*Additional Services and Equipment*), Catalyst 6000 family of products are updated, to Schedule A, with the following product numbers, description and pricing:

Schedule A to Master Contract Number K97-MST-012			
Product and Warranty			
Routers and Switches Update 7/2001			
Product	Description	Price	Edu Price
SC6K-SUP2K9-6.1.1=	New software revision	\$0.00	\$0.00
SC6K-SUP2K9-6.1.1	Software spare	\$300.00	\$195.00
WS-X6K-S2-MSFC2	New supervisor module	\$34,995.00	\$22,746.75
WS-X6K-S2-MSFC2/2	Redundant Supervisor, must be purchased with chassis	\$17,495.00	\$11,371.75

All other provisions of Contract K97-MST-012, as previously amended, shall remain in full force and effect. This Amendment 02-11 shall be effective as of July 26, 2001.

Approved
State of Washington,
Department of Information Services

Approved
Cisco Systems, Inc.

Signature

John D. Flanagan
Print or Type Name

Manager, Contracts & Acquisitions

Title

Date

10/30/01

Signature

RICK TIMMINIS
Print or Type Name

Title

Date

VP WW SALES FINANCE
October 16, 2001

Amendment Number 01-10
Contract Number K97-MST-012

for
Intranet Routers and Server Switches

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number K97-MST-012, this Amendment 01-10 is entered into by and between the State of Washington, Department of Information Services ("DIS") and Cisco Systems, Inc. ("Contractor").

The purpose of this Amendment 01-10 is to expand the scope of a previously approved subcontractor to perform product and service fulfillment duties for Contractor as set forth below.

Pursuant to Amendment 99-07, DIS previously approved GTE Network Services as a subcontractor and fulfillment partner to Contractor, available statewide for Education Purchasers. By this amendment 01-10, DIS acknowledges that GTE Network Services is now known as "Verizon," and that as a fulfillment partner to Contractor, Verizon is now able to serve both Education and Local Government Purchasers statewide.

Available Statewide for Education and Local Government Purchasers

Verizon (previously GTE Network Services) UBI# 313-013-420
1800 41st Street WAO104SM
P.O. Box 1003
Everett, WA 98201

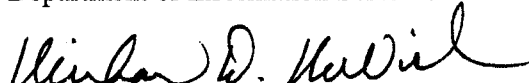
Contact: Don Franks
Phone: 425 261-7811
Fax: 425 261-7948

All other provisions of Contract K97-MST-012, as previously amended, shall remain in full force and effect.

This Amendment 01-10 shall be effective as of the date signed by DIS.

Approved

State of Washington,
Department of Information Services



Signature

Michael D. McVicker

Assistant Director

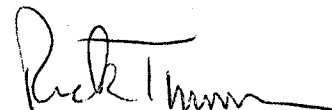
Title

12/5/00

Date

Approved

Cisco Systems, Inc.

 11/29/00

Signature

Rick Timmins

Type or Print Name

VP Worldwide Sales, Finance

Title

11/29/00

Date

Amendment Number 01-09
Contract Number K97-MST-012

for
Intranet Routers and Server Switches

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number K97-MST-012, this Amendment 01-09 is entered into by and between the State of Washington, Department of Information Services ("DIS") and Cisco Systems, Inc. ("Contractor").

1. The former Schedule A dated December 20, 1999, is replaced by the new Schedule A dated August 2000. Contractor has increased the discount for government purchases to 28% off list price for core products and 25% off list price for non-core products.
2. Pursuant to Provision 44 (*Subcontractors*) DIS hereby approves the following fulfillment partners to Contractor as subcontractors under this Master Contract:

a) Available in Western Washington for State and Local Government and Education Purchasers.

Right Systems
2918 Ferguson St., Suite A
Tumwater, WA. 98512

UBI# 601 480 295

Contacts:

Sean Padget, Director of Sales
Brian Reiter, Account Manager
Phone: (360) 956-0414
Fax: (360) 956-0336378

b) Available in Western Washington for Local Government and Education Purchasers.

Kent DataComm
8469 154th Avenue NE
Redmond, WA 98052

UBI# 601 229 252 7

Contacts:

Perry Krallis, Regional Manager
Al Ryall, Account Manager
Phone: (425) 885-7979
Fax: (425) 885-7084

c) Available in Western Washington/Seattle Metropolitan area for Local Government and Education Purchasers.

SBC DataComm
3326 160th Ave SE, Suite 100
Bellevue, WA. 98008

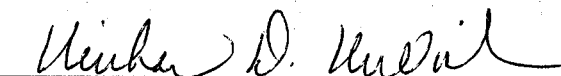
UBI # 601 957 454

Contact:
Michael Giannopoulos, Regional Manager
Phone: (425) 378-9142
Fax: (425) 378-9187

All other provisions of Contract K97-MST-012, as previously amended, shall remain in full force and effect.

Approved

State of Washington,
Department of Information Services



Signature

Michael D. McVicker

Assistant Director

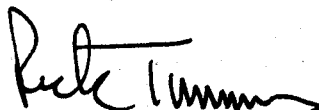
Title

9/29/00

Date

Approved

Cisco Systems, Inc.



Signature

Rick Timmins

VP Worldwide Sales, Finance

Title

Date

Amendment Number 00-08
Contract Number K97-MST-012
for
Intranet Routers and Server Switches

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number K97-MST-012 ("Contract"), this Amendment 00-08 is entered into by and between the State of Washington, Department of Information Services ("DIS") and Cisco Systems, Inc. ("Contractor").

The Contract is amended as follows:

1. In Provision 1 (*Definitions*), the definition of "Acceptance Date" is deleted and replaced by the following:

"Acceptance Date" for Contractor-installed Equipment shall mean the date of Purchaser's written notification to Contractor of acceptance of the Equipment; and for Purchaser-installed Equipment, shall mean the date of delivery of the Equipment. In absence of evidence to the contrary, the Acceptance Date for Purchaser-installed Equipment shall be deemed to be the third (3rd) day after the date of shipment.

2. In Provision 1 (*Definitions*), the definition of "Purchaser" is deleted and replaced by the following:

"Purchaser" shall mean any Washington State agency with proper delegated authority to purchase the Equipment and Related Services which are the subject of this Master Contract, or any political subdivision of the state of Washington or non-profit organization with the authority to purchase such Equipment or Related Services pursuant to a properly executed Interlocal Cooperative Agreement with DIS. **"Purchaser"** also includes K-20 Purchasers.

3. In Provision 1 (*Definitions*), the definition of "Product" is deleted in its entirety.
4. Pursuant to Provision 2 (*Term*) DIS and Contractor agree to extend the Contract for an additional three (3) year term, until March 19, 2003.
5. The parties hereby agree to add the following Subsection 2.3 to Provision 2 (*Term*) of the Contract:

2.3 Special Subsequent Term. At the option of DIS, the Contract term may be extended following the Subsequent Terms for up to nine (9) additional months in order to align the Contract with the funding cycle of the universal service support mechanism (e-rate) for schools and libraries. Such extension shall be effected by DIS providing written notice to the Contractor not less than sixty (60) days prior to the expiration of the then current Contract term.

No change in terms and conditions shall be permitted during this extension unless specifically set forth in this Contract.

6. In Provision 4 (*Pricing*) subsection 4.4 is deleted and replaced by the following:

4.4 Contractor agrees all the prices, terms, warranties, and benefits provided in this Master Contract are competitive with the terms presently being offered by Contractor to any other U.S. state governmental entity purchasing the same quantity under similar terms and conditions. In the event Purchaser determines that other U.S. state governmental entities are being offered better prices and terms than those offered under this Contract, Contractor agrees to increase the discounts offered under this Master Contract for subsequent purchases as mutually agreed.

7. In Provision 11 (*Contractor Installation and Set-up*), subsection 11.2 (d) is deleted in its entirety.

8. Provision 12 (*Acceptance Testing*) is deleted in its entirety.

9. Provision 16 (*Maintenance*) is clarified as follows:

Provision 16.1 (Option Plan 1 – Low Cost Maintenance – Cisco's SMARTnet services) is the standard SMARTnet service and includes:

Operating system software maintenance updates and upgrades (minor and major releases) for the covered product

Priority 1 and 2 access to the Technical Assistance Center (TAC) 24 hours a day, seven days a week

Priority 3 and 4 escalation times that correspond with local business hours

Access to Cisco Connection Online (CCO) where available

Hardware replacement 8 x 5 x NBD---8 hours per day, 5 days per week, with delivery on the Next Business Day

Provision 16.1 also includes additional SMARTnet service levels that provide the services enumerated in the Contract and above, and provide alternative hardware replacement timeframes as follows:

Enhanced SMARTnet. 8 x 5 x 4---8 hours per day, 5 days per week, and delivery within 4 hours of Cisco dispatching the courier. This level is available for Purchaser sites located within 100 miles of a Cisco parts depot.

Premium SMARTnet. 24 x 7 x 4---24 hours per day, 7 days per week, and delivery within 4 hours of Cisco dispatching the courier. This level is available for Purchaser sites located within 100 miles of a Cisco parts depot.

Provision 16.1 also includes **SMARTnet Onsite**, which may be purchased with any of the SMARTnet service levels and provides an onsite technician for parts replacement and installation.

10. In Provision 33 (*Liquidated Damages*) the maximum amount of liquidated damages set forth in subsection 33.2.2 is restated so that subsection 33.2.1 reads as follows:

33.2.1. If Contractor fails to deliver or install the Equipment by the agreed upon delivery or installation date, as applicable, Contractor shall provide a revised delivery or installation schedule and pay to Purchaser as fixed and agreed upon liquidated damages, in lieu of all other damages due to such delay, an amount equal to two percent (2%) of the purchase price of the Equipment up to a maximum of one thousand dollars (\$1,000.00) per day for each calendar day between the specified delivery or installation date and the date that Contractor actually delivers or installs the Equipment, such liquidated damages not to exceed Thirty Thousand Dollars (\$30,000).

11. In Provision 35 (*Limitation of Liability*), another exception to the party's mutual waiver of consequential damages is added for a Purchaser's breach of its obligations under Provision 21 (*Software License Terms*). Subsection 35.1 now reads as follows:

35.1. The parties agree that neither Contractor nor Purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim or demand based on patent or copyright infringement, in which case liability shall be as set forth elsewhere in this Master Contract, and except a claim or demand based on Purchaser's breach of its obligations under Provision 21 **Software License Terms**. The damages specified in the sections titled **OSHA/WISHA, Termination for Default and Review of Contractor's Records** are not consequential, incidental, indirect, or special damages as those terms are used in this section.

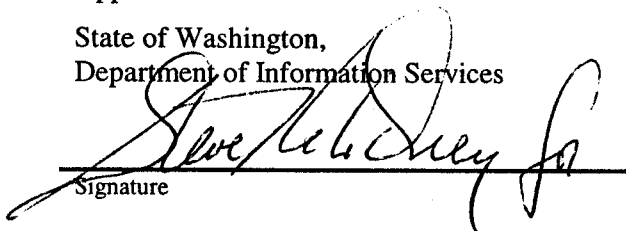
12. The Schedule A Authorized Equipment and Price List is replaced by the attached Schedule A and the updated Schedule A shall be effective as of January 10, 2000.

13. Washington State Public Library Systems are added to Schedule B (*Authorized K-20 Purchasers*).

All other provisions of Contract K97-MST-012, as previously amended, shall remain in full force and effect.

Approved

State of Washington,
Department of Information Services


Signature

Michael D. McVicker

Name

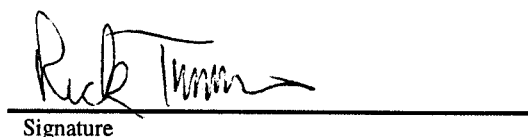
Assistant Director, TSD

Title

1/12/2000
Date

Approved

Cisco Systems, Inc.


Signature

Rick Timmins
Name

Vice President

Worldwide Sales Finance 1/11/2000
Title Date

Amendment Number 99-07
Contract Number K97-MST-012
for
Intranet Routers and Server Switches

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number K97-MST-012, this Amendment 99-07 is entered into by and between the State of Washington, Department of Information Services ("DIS") and Cisco Systems, Inc. ("Contractor").

The purpose of this Amendment 99-07 is to add an additional subcontractor to perform product and service fulfillment duties for Contractor as set forth below.

Pursuant to Provision 44 (*Subcontractors*) DIS hereby approves the following fulfillment partner to Contractor as a subcontractor under this Master Contract:

Available Statewide for Education Purchasers

GTE Network Services
1800 41st Street WAO104SM
P.O. Box 1003
Everett, WA 98201

UBI# 313-013-420

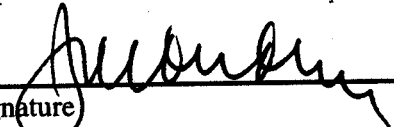
Contact: Don Franks
Phone: 425 261-7811
Fax: 425 261-7948

All other provisions of Contract K97-MST-012, as previously amended, shall remain in full force and effect.

This Amendment 99-07 shall be effective as of the date signed by DIS.

Approved

State of Washington,
Department of Information Services



Signature

John Anderson

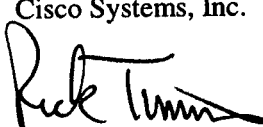
Assistant Director

3/30/99

Date

Approved

Cisco Systems, Inc.



Signature

Rick Timmins

Print or Type Name

V.P. Worldwide Sales Finance

Title

3/24/99

Date

Amendment Number 99-06
Contract Number K97-MST-012
for
Intranet Routers and Server Switches

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number K97-MST-012, this Amendment 99-06 is entered into by and between the State of Washington, Department of Information Services ("DIS") and Cisco Systems, Inc. ("Contractor").

The purpose of this Amendment 99-06 is to add additional products and services and subcontractors to perform products and services fulfillment duties for Contractor as set forth below.

1. Pursuant to Paragraph 40 (*Additional Services and Equipment*), Catalyst 6000/6500 Switches and related SmartNet Maintenance set forth on Attachment A to this Amendment are added to Schedule A to the Contract.
2. Pursuant to Paragraph 40 (*Additional Services and Equipment*), additional Partner Provided Warranty and Installation Services, as set forth in Attachment A to this Amendment, are also added to Schedule A to the Contract. These services contain "USW" within their part number and are available only from fulfillment partner US West Communications.
3. Pursuant to Provision 44 (*Subcontractors*) DIS hereby approves the following fulfillment partners to Contractor as subcontractors under this Master Contract:

a) Available statewide for Government and Education Purchasers.

US West Communications
512 12th Avenue Southeast, Suite 400
Olympia, WA 98501

UBI# 600 517 141

Contact: Rick Hendrickson
Phone: 360 754-3115
Fax: 360 754-3085

b) Available in Eastern Washington for Education Purchasers.

Resource Computing Inc.
200 North Mullan Road, Suite 120
Spokane, WA 99206

UBI# 601 534 750

Contact: Jeffery Werner
Phone: 509 921-7326
Fax: 509 921-7328

c) Available in Western Washington/Seattle Metropolitan area for Education Purchasers.

Communications Specialists Inc.
17280 Woodinville-Redmond Road NE,
Suite 800-A
Woodinville, WA 98072

UBI # 600 538 503

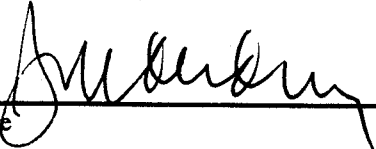
Contact: Lem Putnam
Phone: 425 485-9200
Fax: 425 485-9400

All other provisions of Contract K97-MST-012, as previously amended, shall remain in full force and effect.

This Amendment 99-06 shall be effective as of the date signed by DIS.

Approved
State of Washington,
Department of Information Services

Approved
Cisco Systems. Inc.



Signature

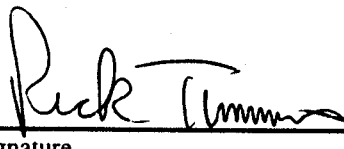
JOHN M. ANDERSON
Assistant Director

Print or Type Name

Title

3/19/99

Date



Signature

Rick Timmins

Print or Type Name

Title

3/19/99

Date

V.P. Worldwide Sales Finance

Title

AMENDMENT NUMBER 99-05
to
Contract Number K97-MST-012
for
Intranet Routers and Server Switches for the
K-20 Educational Telecommunications Network

This Amendment 99-05 is entered into by and between the Department of Information Services ("DIS") and Cisco Systems, Inc. ("Contractor") pursuant to Paragraph 41 (Authority for Modifications and Amendments) of Master Contract K97-MST-012. This Amendment makes the following changes effective in the referenced contract:

1. Pursuant to Paragraph 4 (Pricing), Schedule A is hereby amended to remove all non-Year 2000 Compliant levels of IOSTM software.
2. All other provisions of Contract Number K97-MST-012, as previously amended, remain in full force and effect.
3. This Amendment shall be effective as of the date signed by DIS.

Approved
State of Washington,
Department of Information Services



Signature

John Flanagan

Print or Type Name

Manager, Contracts and Acquisitions
Telecommunications Services Division

Title

Date

2-5-99

Amendment 99-05
Contract K97-MST-012

Approved
Cisco Systems, Inc.



Signature

Rick Timmins

Print or Type Name

V.P. Worldwide Sales Finance 1-25-99

Title

Date

Amendment Number 99-04
Contract Number K97-MST-012
for
Intranet Routers

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number K97-MST-012, this Amendment 99-04 is entered into by and between the State of Washington, Department of Information Services ("DIS") and Cisco Systems, Inc. ("Contractor").

The purpose of this Amendment 99-04 is to add language to clarify that this Contract is the result of two competitive acquisitions merged into one contract. Specifically, Contract Number K97-MST-012 is amended in the following manner:

1. The Title Page is amended to add "*and Server Switches*" after "*Intranet Routers.*"
2. The Table of Contents is amended to delete the section titled "Exhibits" in its entirety and replace it as follows:

Exhibits

Exhibit A: DIS Intranet Routers Request for Proposal
Exhibit B: Contractor's Response for Intranet Routers
Exhibit C: DIS Server Switches Request for Proposal
Exhibit D: Contractor's Response for Server Switches

Note: Exhibits A, B, C and D are not attached, but are available upon request from the DIS Contract Administrator

3. On Page 1 of the Contract, in the first sentence of the paragraph titled **Parties**, add the phrase "*and Server Switches*" after the phrase "*for the provisioning of Intranet Routers.*"
4. On page 1 of the Contract, under the **Recitals**, delete the second recital and replace it with the following two recitals:

Whereas, the state of Washington, acting through the University of Washington on behalf of DIS, issued another Request for Proposal dated December 2, 1996, Exhibit C hereto, for the purpose of obtaining Server Switches; and,

Whereas, Cisco Systems, Inc. submitted timely Proposals, Exhibits B and D hereto, for each acquisition, and was identified as the apparently successful vendor for both acquisitions; and,

5. On page 1 of the Contract, under the ***Recitals***, in the sentence starting “**Now therefore,**” add the phrase “and Server Switches” after the phrase “to furnish Intranet Routers.”

6. Provision 1 (*Definitions*) is amended as follows:

Delete the definition for Equipment in its entirety and replace it with the following:

“**Equipment**” shall mean the Intranet Routers and Server Switches, components and features thereof, and any other equipment properly added to this Master Contract, as set forth on Schedule A – Authorized Equipment and Price List.

Delete the definition for Product in its entirety and replace it with the following:

“**Product**” shall mean in the context of acceptance testing either: (i) a router chassis bearing a unique manufacturer part number and containing the specified components including, but not limited to, central processing unit, memory, power supplies, the current operating system version of the router operating system and any required additional software; or (ii) an interface card or an interface card/port adapter combination installed in a router to facilitate attachment to an external network environment; or (iii) a server switch.

Delete the definition for Specifications in its entirety and replace it with the following:

“**Specifications**” shall mean the mandatory technical and other mandatory specifications set forth in the two RFPs, Exhibits A and C, and any additional specifications set forth in Contractor’s Proposals, Exhibits B and D, collectively.

7. Provision 12 (*Acceptance Testing*) is amended by adding the following under subsection 12.5:

(c) a server switch

8. Provision 15 (*Equipment Warranty*), is amended by adding the phrase “and Exhibit C” after “Exhibit A” in the second sentence and by making the word “Proposal” at the end of that sentence plural.

9. Provision 38 (*Mandatory Provisions of RFP are Substantive Terms*) is amended by deleting the second sentence in its entirety and replacing with the following:

Contractor will be bound by all of the mandatory provisions of the two DIS RFPs, Exhibit A and Exhibit C, and Equipment provided under this Master Contract shall meet or exceed all of the mandatory technical requirements therein, as applicable.

10. Provision 39 (*Section Headings, Incorporated Documents and Order of Precedence*) is amended by deleting subsections 39.2 (d) and (e) in their entirety and replacing them as follows:

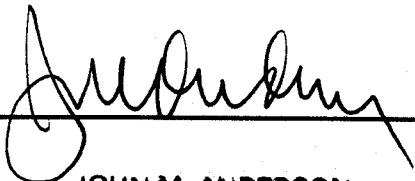
- (d) Exhibit A – State of Washington, DIS Request for Proposal for Intranet Routers dated November 5, 1996, or
Exhibit C – State of Washington, DIS Request for Proposal for Server Switches dated December 2, 1996, as applicable;
- (e) Exhibit B – Contractor's Proposal for Intranet Routers dated November 25, 1996, or
Exhibit D, Contractor's Proposal for Server Switches dated December 19, 1996, as applicable, including all written information provided with Contractor's Proposals;

All other provisions of Contract K97-MST-012 shall remain in full force and effect.

This Amendment 99-04 shall be effective as of the date signed by DIS.

Approved
State of Washington,
Department of Information Services

Signature



JOHN M. ANDERSON
Assistant Director

Print or Type Name

Title

12/7/98

Date

Approved
Cisco Systems, Inc.

Signature



Rick Timmins

Print or Type Name

Title

Worldwide Sales Finance 11/17/98

Date

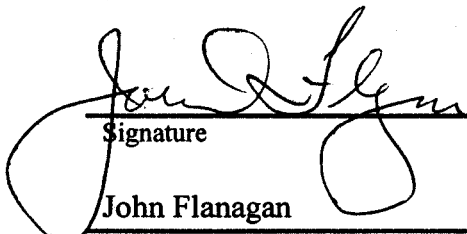
AMENDMENT NUMBER 98-03
to
Contract Number K97-MST-012
for
Intranet Routers for the
K-20 Educational Telecommunications Network

This Amendment 98-03 is entered into by and between the Department of Information Services ("DIS") and Cisco Systems, Inc. ("Contractor") pursuant to Paragraph 41 (Authority for Modifications and Amendments) of Master Contract K97-MST-012. This Amendment makes the following changes effective in the referenced contract:

1. Pursuant to Paragraph 4 (Pricing), Schedule A is hereby amended to reflect updated costs for Equipment and Services provided under the Contract as of April 15, 1998.
2. All other provisions of Contract Number K97-MST-012, as previously amended, remain in full force and effect.
3. This Amendment shall be effective as of the date signed by DIS.

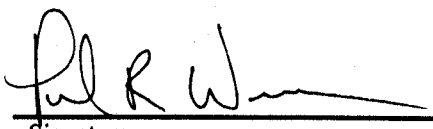
Approved
State of Washington,
Department of Information Services

Approved
Cisco Systems, Inc.



Signature
John Flanagan

Print or Type Name



Signature
PAUL R. WERNER

Print or Type Name

Manager, Contracts and Acquisitions
Telecommunications Services Division

Title

5/7/98

Date

ACCOUNT MANAGER
CISCO SYSTEMS

Title

5/8/98

Date

Amendment 98-03
Contract K97-MST-012

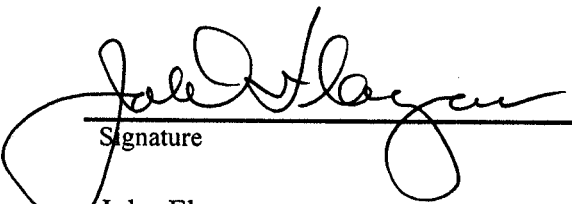
AMENDMENT NUMBER 98-02
to
Contract Number K97-MST-012
for
Intranet Routers for the
K-20 Educational Telecommunications Network

This Amendment is entered into by and between the Department of Information Services ("DIS") and Cisco Systems, Inc. ("Contractor") pursuant to Paragraph 41 (Authority for Modifications and Amendments) of Contract K97-MST-012. This Amendment makes the following changes effective in the referenced contract:

1. Pursuant to Paragraph 4 (Pricing), Schedule A is hereby amended to reflect updated costs associated with the Equipment provided under the Contract.
2. Pursuant to Paragraph 40 (Additional Services), the following part number items have been added to Schedule A: Catalyst 1900 Workgroup Switches, Catalyst 2800 Workgroup Switches, Catalyst 2800 Modules, and related SmartNet Maintenance. The pertinent pricing is contained in amended Schedule A.
3. All other provisions of Contract Number K97-MST-012 remain in full force and effect.
4. This Amendment shall be effective as of the date signed by DIS.

Approved
State of Washington,
Department of Information Services

Approved
Cisco Systems, Inc.



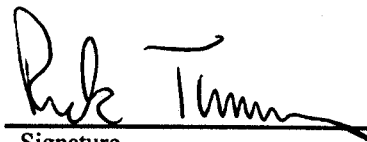
Signature

John Flanagan

Print or Type Name

Manager, Contracts and Acquisitions
Telecommunications Services Division 10/20/97

Title Date



Signature

Rick Timmins

Print or Type Name

VP Worldwide Sales Finance 10/13/97

Title Date

Amendment 98-02
Contract K97-MST-012

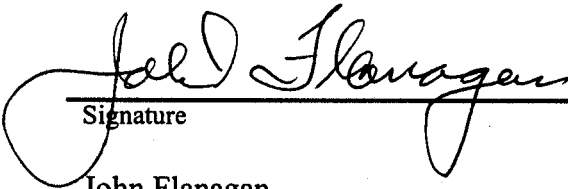
AMENDMENT NUMBER 97-01
to
Contract Number K97-MST-012
for
Intranet Routers for the
K-20 Educational Telecommunications Network

This Amendment is entered into by and between the Department of Information Services ("DIS") and Cisco Systems, Inc. ("Contractor") pursuant to Paragraph 41 (Authority for Modifications and Amendments) of Contract K97-MST-012. This Amendment makes the following changes effective in the referenced contract:

1. Pursuant to Paragraph 4 (Pricing), Schedule A is hereby amended to reflect updated costs associated with the Equipment provided under the Contract.
2. Pursuant to Paragraph 40 (Additional Services), the following part number items have been added to Schedule A. The pertinent pricing is contained in amended Schedule A.
3. All other provisions of Contract Number K97-MST-012 remain in full force and effect.
4. This Amendment shall be effective as of the date signed by DIS.

Approved
State of Washington,
Department of Information Services

Approved
Cisco Systems, Inc.



Signature

John Flanagan

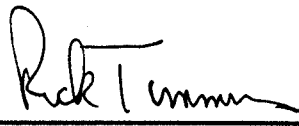
Print or Type Name

Manager, Contracts and Acquisitions
Telecommunications Services Division

Title

Date

9-25-97



Signature

Rick Timmins

Print or Type Name

V.P. World Wide Sales Finance

Title

Date

9-22-97